



November 19, 2019

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Via email and U.S. Mail

Re: UC Affiliation with Entities that Impose Religious Restrictions on Health Care

Dear Chancellor May and Chair Lagattuta:

As you may be aware, over the past year the UC community was roiled by the proposal for an extensive affiliation between UCSF and Dignity Health that was before the Board of Regents. In May, facing extensive opposition, UCSF dropped the plan. Our organizations publicly expressed our very serious concerns about this deal at the time to UCSF leadership and to the Board of Regents.¹ Dignity Health imposes significant religious restrictions that prohibit the provision of evidence-based, comprehensive reproductive health care and gender-affirming care in its Catholic hospitals, resulting in harmful and discriminatory treatment of patients.

UC Davis Vice Chancellor and CEO of UC Davis Health David Lubarsky was actively involved in the discussions that took place about this proposed affiliation at meetings of the UC Regents Health Services Committee. He made it clear at those meetings that UC Davis was looking to follow in

¹ Letter from ACLU of Foundation of Northern California, National Center for Lesbian Rights and National Health Law Program, to Mark Laret, President and CEO, UCSF Health and Sam Hawgood, Chancellor, University of California, San Francisco (Mar. 12, 2019) (on file with author).

UCSF's footsteps by engaging in an extensive affiliation with Dignity Health, and also made it clear that some level of partnership with Dignity Health already existed.

When advocating for the affiliation, UC representatives repeatedly asserted that the religious health care directives followed by Dignity Health would not prevent UC providers placed in Dignity Health hospitals from treating patients in accordance with UC's mission and its legal obligations to provide care that is free of bias and religious influence. Documents provided by UC, however, in response to a Public Records Act request, reveal that even at the time of these assertions, UCSF *already had* entered into contracts with Dignity Health that explicitly tie the hands of UC providers and require them to comply with Dignity Health's religious doctrine. This is also true for the contracts at UC Davis and the other UC campuses with medical centers.

We are writing to you now to draw your attention to this serious matter; to express our alarm that UC Davis entered into contracts that restricted its providers' practice of medicine based on religious directives; and to request that UC Davis both terminate existing contracts that impose religious restrictions on care and refrain from entering into any new arrangements that would subject UC Davis faculty, staff, trainees, students, or patients to religious restrictions on care.

Background

Catholic hospitals, like those in the Dignity Health network, must follow the Ethical and Religious Directives for Catholic Health Care Services, established by the US Conference of Catholic Bishops.² These directives prohibit hospitals from providing a range of reproductive health services and go so far as to characterize them as "intrinsically evil."³ In addition, the Conference of Catholic Bishops has been very clear that as a religious matter it does not recognize transgender people or the propriety of gender-affirming care.⁴ These principles are borne out in the practices of Dignity Health and other Catholic hospitals, resulting in discriminatory denials of care to transgender patients.

In 2018, UCSF proposed to the UC Board of Regents an extensive partnership with Dignity Health that would have channeled UCSF patients into Dignity Health hospitals in the Bay Area and would also have placed UCSF faculty, trainees, and students in those hospitals. This deal was proposed as a model that would extend to other UC campuses in the future. Following extensive protest from within the UC community and from other stakeholders, UCSF abandoned its proposal on May 28, 2019.

² U.S. Conference of Catholic Bishops, *Ethical and Religious Directives for Catholic Health Care Services* (6th ed. 2018), available at <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf> [hereinafter ERDs or religious directives].

³ ERD No. 70, note 48 at 30.

⁴ See U.S. Conference of Catholic Bishops et al., Comment Letter on Department of Health and Human Services Proposed Rule on Nondiscrimination in Health Programs and Activities 9 (Nov. 6, 2015), <http://www.usccb.org/about/general-counsel/rulemaking/upload/Comments-Proposal-HHS-Reg-Nondiscrimination-Federally-Funded-Health.pdf>.

Our organizations jointly wrote to UCSF leadership on March 12, 2019, describing in detail the nature of the Catholic directives and their harmful impact on patients and providers, and raising serious concerns about the legality of the affiliation proposed by UCSF. That letter is included here as an attachment. In March, the ACLU of Northern California also submitted a Public Records Act request to UC in order to determine the nature of any existing affiliations between UC campuses and entities that restrict health care based on religious doctrine.

Existing Contracts Require UC Providers to Comply with Religious Restrictions on Care

In promoting the affiliation with Dignity Health, UC leaders repeatedly asserted that its providers placed at Dignity Health facilities would not be “under a gag rule” and could provide appropriate care to patients. For example, in an email to UCSF colleagues on April 26, 2019, UCSF Health President Mark Laret and UCSF School of Medicine Dean Talmadge King wrote: “[J]ust as they do at our facilities, UCSF health care providers will have full latitude to discuss and arrange all appropriate medical services when caring for patients at any Dignity Health facility.”⁵ Dana Gossett, Vice Chair of Strategy for UCSF Health, stated at the December 11, 2018 meeting of the California Board of Regents Health Services Committee that, “there’s no restriction on counseling on all the contraceptive options that exist currently, or on providing a prescription.”⁶ And David Lubarsky stated at the April 9, 2019 meeting of the same committee: “If we’re in the [Dignity] hospitals, we will take UC Davis ethics into the room and we will treat everybody—transgender, LGBTQ, whatever, with the dignity that every single patient deserves.”⁷

It turns out, however, that even as these assertions were being made, every single UC campus with a medical center had an active or former agreement with a religious health care entity that specifically limited the practice of UC providers at these facilities because of religious doctrine.

Signed in September 2018, a current training agreement between Dignity Health and the UCSF schools of Medicine, Nursing, and Pharmacy contains in its “Compliance with Standards” section a sub-section entitled “Prohibited Procedures,” which begins: “School shall not perform and *shall cause each Student and Instructor not to perform* the following procedures in connection with the Field Experience at [Dignity Health] Training Site.” (Emphasis added.) This text is followed by a list of banned procedures that follows the mandates of the religious directives.⁸

Under the list of “prohibited procedures,” students and faculty are barred from providing abortion “even in the case of extrauterine pregnancy,” as well as other forms of reproductive health care and

⁵ Email from UCSF Health President, Mark Laret and UCSF School of Medicine Dean, Talmadge King to UCSF faculty (Apr. 26, 2019) (on file with author).

⁶ Video, University of California Board of Regents Health Services Committee Meeting (Dec. 11, 2018), available at <https://youtu.be/4hzdnJT2zII?t=6156> (accessed Nov. 15, 2019).

⁷ Video, University of California Board of Regents Health Services Committee Meeting (Apr. 9, 2019), available at <https://regents.universityofcalifornia.edu/meetings/videos/april2019/april19.html> (accessed Nov. 19, 2019).

⁸ Dignity Health and UC Regents obo UCSF School of Medicine, School of Nursing and School of Pharmacy, Educational Training Agreement (Sep. 1, 2018).

compassionate end-of-life services. Not only are they prohibited from providing contraception, they are forbidden even from the “promotion of contraceptive practices.” They are also not allowed to perform treatment for victims of sexual assault if the purpose or result is the “removal, destruction or interference with implantation of a fertilized ovum.” To ensure compliance, participating students must sign a “Declaration of Responsibilities” stating that they agree to conform to the policies and procedures of the training site.

Another UCSF agreement expressly states that UCSF physicians practicing at Dignity Health facilities shall perform their obligations under the agreement in a manner consistent with the religious directives.⁹

According to David Lubarsky’s comments at the UC Regents Health Services Committee meetings, UC Davis had also been seeking to expand its relationship with Dignity Health. At the meeting on December 11, 2018, Dr. Lubarsky stated that Dignity Health “do[es] something like three or four times the OB we do in our hospital. We want to expand the ability of our services to go over, and our faculty to go over there, because of the volume needs.”¹⁰ At the April 9 meeting, Dr. Lubarsky expanded on this to say that in addition to wanting to send UC Davis clinicians and patients to Dignity Health, he was also asking Dignity Health to send its high-risk OB patients to UC Davis.¹¹ To be clear, we are not concerned about Dignity Health sending patients to UC Davis for better quality care. Rather, our concern is about contracts that place UC Davis students, instructors, and trainees at Dignity Health facilities, where they are subject to religious restrictions on the care they can provide patients.

A student training agreement between UC Davis Health System and Dignity Health for a nurse practitioner and physician assistant program at Dignity Health’s Sequoia Hospital, took effect in July of 2016. This contract includes a section entitled “Ethical Principles, Policies, and Practices,” which begins:

It is understood that [Sequoia Hospital], as a division of Dignity Health, operates as an extension of the religious works of Dignity Health’s Religious Sponsors. Therefore, it is understood and agreed that the policies and practices of [Sequoia Hospital] shall conform to the principles inherent in the *Ethical and Religious Directives for Catholic Health Care Services* incorporated herein by reference. Such principles and their application shall include . . . (c) Permitted Activities. No activities or procedures shall be permitted within [Sequoia Hospital]’s facilities which are contrary to the Ethical and Religious Directives.¹²

⁹ Dignity Health dba St. Mary’s Medical Center and UC Regents obo UCSF School of Medicine, Professional Services Agreement (Feb. 10, 2012).

¹⁰ University of California Board of Regents Health Services Committee Meeting (Dec. 11, 2018), *supra* note 6.

¹¹ University of California Board of Regents Health Services Committee Meeting (Apr. 9, 2019), *supra* note 7.

¹² Dignity Health dba Sequoia Hospital and UC Regents obo UC Davis Health System, Student Training Agreement for Nurse Practitioner and Physician Assistant Program (Jul. 1, 2016).

A contract between the UC Davis School of Medicine and Dignity Health for clinical and non-clinical rotations at Dignity Health's St. Joseph's Behavioral Health Center, effective in 2015, also states that students and trainees will comply with Dignity Health's religious restrictions.¹³

UC Irvine, UCLA, UC Riverside, and UC San Diego have similar contracts that impose religious restrictions on care and, in some instances, require students and faculty to sign agreements stating that they will comply with the policies of the religious institution.¹⁴

UC May Not Legally Subject its Providers and Patients to Religiously Restricted and Discriminatory Care

As we have previously expressed, any affiliation between UC and Dignity Health that subjects UC providers and patients to Dignity Health's religious restrictions on care violates a range of state and federal laws. Given California's—and UC's—historic leadership in ensuring access to comprehensive reproductive health care and gender-affirming care, however, it is particularly disappointing that UC would put itself in a position so contrary to the values embodied in California law.

As a public university system open to all, a foundational value of the University of California is freedom from religious influence. Indeed, the California Constitution includes language to ensure that UC will not entangle itself in the type of religious restriction on its activities that is manifest in the contracts between the UC campuses and Catholic health care entities. The Constitution states: “[t]he university [of California] shall be entirely independent of all political or sectarian influence and kept free therefrom in the appointment of its regents and in the administration of its affairs”¹⁵

California also has a long history of passing and interpreting laws that protect individuals' rights to access reproductive health care. Since the early 1980s, our courts have recognized that abortion is a pregnancy outcome that must be treated by public entities as equal to childbirth in the eyes of the law,¹⁶ and California's Reproductive Privacy Act, passed in 2002, declares that it is the public policy of the state that every individual has the fundamental right to choose or refuse birth control and further states: “[t]he state shall not deny or interfere with a woman's fundamental right to choose to bear a child or to choose to obtain an abortion”¹⁷

Similarly, California was one of the first states to make clear that our anti-discrimination laws prohibit discrimination based on transgender status. And just last month, a California appellate court found that Evan Minton, an ACLU plaintiff who was denied a gender-affirming hysterectomy at a Catholic Dignity Health hospital, was discriminated against when he was refused this care.¹⁸

¹³ Dignity Health dba St. Joseph's Behavioral Health Center and UC Regents obo UC Davis, Educational Training Agreement for Clinical and/or Nonclinical Rotations and Experience (Sep. 10, 2015).

¹⁴ Public Records Act Request, Responsive Documents (Nov. 15, 2019) (on file with author).

¹⁵ Cal. Const., Art. IX, Sec. 9(e).

¹⁶ *Committee to Defend Reproductive Rights v. Myers*, 29 Cal. 3d 252, 285 (1981).

¹⁷ Cal. Health & Safety Code §§ 1123462(a) & (c).

¹⁸ *Minton v. Dignity Health*, 39 Cal. App. 5th 1155 (2019).

Indeed, the fact that UC campuses entered into the contracts described above puts UC at odds with the legal positions taken by the State of California, which has been a leader in resisting the Trump administration's attempt to increase the ability of health care providers to invoke religion as a basis to discriminate. As the California Attorney General wrote in that case, the rule proposed by the Trump Administration violated the Establishment Clause of the federal constitution because: it elevates the religious beliefs of objectors over the rights, beliefs, and interests of providers and patients; and it coerces religious exercise by requiring providers and patients to act in accordance with the objecting employees' religious beliefs.¹⁹ Under this analysis, the contracts that UC campuses already have with Dignity Health and St. Joseph Health, another Catholic entity, also violate the Establishment Clause.

Patients of Color Are Negatively Affected by Catholic Health Care Restrictions

Proponents of UC affiliation with Dignity Health have asserted that this type of partnership would increase access health care access to and be beneficial for underserved patients. This argument is perplexing, since patients of color, low-income patients, and others who experience systemic barriers to health care access are most in need of quality, comprehensive care, including reproductive health care and bias-free care for LGBTQ people.

Research shows that pregnant women of color are already more likely than white women to give birth at Catholic facilities, meaning they are more likely to receive care that is dictated by religious doctrine rather than evidence-based medicine, which exacerbates existing health disparities.²⁰ To properly serve these communities, UC should be working to ensure that patients are free from religious restrictions on care, not sending UC patients and providers to Catholic facilities where they cannot obtain or provide comprehensive, patient-centered care.

Care Prohibited Under the Catholic Religious Directives Is Basic Health Care and Cannot Be Isolated from Other Care

Affiliation proponents have also suggested that concerns about the negative impact of the religious directives on UC providers and patients could be eliminated as long as the relationship between UC and Dignity Health does not involve the practice of obstetrics and gynecology. Additionally, UCSF's announcement that it would no longer pursue its previously envisioned affiliation with Dignity Health stated that UCSF was still seeking to find "a viable path forward to help meet patient needs and increase access to crucial health services, including in the areas of adolescent and adult psychiatry, surgical services, primary care and cancer care."²¹

¹⁹ Pls.' Mot. for Summ. J. at 42, *State of California v. Azar et al.* (N.D. Cal. 2019) (No. 19-2769), ECF No. 113.

²⁰ Kira Shepherd, Elizabeth Reiner Platt, & Katherine Franke et al., *Bearing Faith: The Limits of Catholic Health Care for Women of Color* (2017), available at <https://www.law.columbia.edu/sites/default/files/microsites/gender-sexuality/PRPCP/bearingfaith.pdf>.

²¹ Sam Hawgood, UCSF Chancellor, and Mark Laret, President and CEO, UCSF Health, Questions and Answers (Dignity Health Affiliation) (May 28, 2019).

Arguments along these lines fail to consider the extent to which reproductive health care is basic health care, as is gender-affirming care for transgender patients. Cardiology, cancer treatment, pediatrics, primary care, emergency care, and mental health are among the many areas of care that can intersect with the religious directives—as evidenced by a UCSF contract with Dignity Health for cardiology services that includes a paragraph on compliance with the religious directives.²² Examples of religiously imposed barriers to care include:

- A cardiologist at a Catholic hospital in Colorado was reprimanded for discussing abortion as an option with a pregnant patient who exhibited signs of a disorder that can be highly life-threatening for pregnant people.²³
- A patient in the first trimester of pregnancy received a diagnosis of brain cancer in a Catholic hospital. She needed chemotherapy that would have been harmful to the fetus, but the hospital refused to allow her to receive an abortion there, disrupting her care.²⁴
- A patient with excessive vaginal bleeding due to polycystic ovarian syndrome went to the emergency room of a Catholic hospital. The standard of care is to provide a high dose of contraception in this circumstance, but the physician’s assistant in the emergency room would not provide it or a prescription for it or for another drug that was in the same class as contraception. As a result, the patient bled all weekend, waiting to see her ob-gyn in the office.²⁵
- Transgender patients experience significant discrimination and denials of care that are not limited to obstetrics and gynecology. When transgender people experience religiously based refusals of care, or anticipate that they will, this experience can lead them to delay or avoid accessing needed care, including routine preventative care.²⁶

The Religious Directives Apply to the Entire Facility and All Employees

It has similarly been argued by affiliation proponents that, if UC could forge an agreement in which the religious directives did not apply to UC faculty practicing at Dignity Health or other religiously restrictive facilities, concerns about the affiliation would be moot. The idea that such an agreement could be made is belied by the religious directives themselves, which specifically state that, under any affiliation, Catholic facilities may not be made available for “immoral procedures” regardless of who provides them.

²² Professional Services Agreement, *supra* note 8.

²³ Complaint Against Mercy Medical Center, ACLU of Colorado (Nov. 13, 2013), available at <http://aclu-co.org/wp-content/uploads/files/2013-11-13%20CDPHE-Rich.pdf>.

²⁴ Lori R. Freedman & Debra B. Stulberg, *Conflicts in Care for Obstetric Complications in Catholic Hospitals*, 4 *AJOB Primary Research* 1-10 (2013).

²⁵ Lori R. Freedman, Molly Battistelli, & Sara Magnusson. Presentation at the North American Forum on Family Planning Scientific Abstracts Chicago, Illinois: Patient Experiences with and Perspectives on Catholic Healthcare (Nov. 15, 2015).

²⁶ Dr. Seth Pardo Decl. at 4, *State of California v. Azar et al.* (N.D. Cal. 2019) (No. 19-2769), ECF No. 92.

But, beyond that, this argument neglects to consider all the other points at which a UC patient sent to a Dignity Health hospital could experience religious restrictions on care. For example, even if a UC student or instructor at a Dignity Health or other Catholic hospital were allowed to “promote contraceptives,” other staff at the hospital would not be permitted to note that in the patient’s medical record, provide referral information, or otherwise fully participate in the care of that patient. Religious directive 73 states in full: “Before affiliating with a health care entity that permits immoral procedures, a Catholic institution must ensure that neither its administrators nor its employees will manage, carry out, assist in carrying out, make its facilities available for, make referrals for, or benefit from the revenue generated by immoral procedures.”

In summary, religious directives apply throughout Catholic hospitals, and it is not possible to position either UC providers or UC patients in these hospitals without the risk that they will be subject to religious restrictions on care that are counter to UC’s mission and values, as well as violative of the law governing UC as a public institution.

We are aware that UC President Napolitano has created a committee to propose guidelines for affiliations between UC campuses and private medical entities. While we look forward to hearing the outcome of this committee, we felt it was important to express our renewed concerns directly to you at this time.

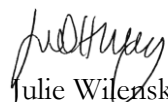
To live up to its values and meet its legal obligations, UC Davis must terminate all existing contracts that impose religious restrictions on care. It must also refrain from entering into any new arrangements that would subject UC Davis faculty, staff, trainees, students, or patients to religious restrictions on care.

Please direct future communications to Phyllida Burlingame, Reproductive Justice and Gender Equity Director at the ACLU Foundation of Northern California, via pburlingame@aclunc.org. We look forward to your reply.

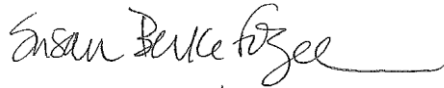
Sincerely,



Phyllida Burlingame
Reproductive Justice and Gender Equity Director
ACLU Foundation of Northern California



Julie Wilensky
Senior Staff Attorney
National Center for Lesbian Rights



Susan Berke Fogel, JD
Director of Reproductive and Sexual Health
National Health Law Program

CC: University of California Board of Regents via regentsoffice@ucop.edu
University of California Office of the President via president@ucop.edu

Encl: March 12, 2019 letter from ACLU of Northern California, National Health Law Program,
and National Center for Lesbian Rights (1)
Dignity Health dba Sequoia Hospital and UC Regents obo UC Davis Health System, Student
Training Agreement for Nurse Practitioner and Physician Assistant (Jul.1, 2016). (2)
Educational Training Agreement for Clinical and/or Nonclinical Rotations and Experience,
Dignity Health dba St. Joseph's Behavioral Health Center and UC Regents obo UC Davis
(Sep. 10, 2015). (3)



March 12, 2019

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Via email and U.S. Mail

Re: UCSF partnership with Dignity Health

Dear Mr. Laret and Chancellor Hawgood:

We are writing on behalf of the ACLU of Northern California, the National Center for Lesbian Rights, and the National Health Law Program to express our very serious concerns about UCSF partnering with Dignity Health. In 2017, UCSF Health announced a formal affiliation with several Dignity Health hospitals in the Bay Area, and we understand from information presented by UCSF at the University of California Regents Health Services Committee (the "Committee") meeting on December 11, 2018, that plans are underway to expand this partnership beyond the Bay Area, perhaps throughout the University of California system.

UCSF has publicized this partnership as a strategic alliance of two distinguished and long-serving Bay Area providers recognized for clinical excellence and missions to provide affordable care to all.¹ However, Dignity Health, along with other Catholic health care entities, imposes significant religious restrictions on the care it permits in its facilities. These restrictions lead to discriminatory

¹ Kristen Bole, UCSF News Center, *Dignity Health, UCSF Health Announce Bay Area Collaboration, Plans Build on Shared Mission to Provide Quality Care for All*, <https://www.ucsf.edu/news/2017/08/407996/dignity-health-ucsf-health-announce-bay-area-collaboration> (last visited Jan. 29, 2019).

treatment of transgender patients and women and to denials of care that have put patients' health and lives at risk. We are seriously concerned that, by partnering with an inherently discriminatory institution, UCSF is failing to meet both its legal obligations as a public entity in California and its professed values of evidence-based, inclusive, and comprehensive patient-centered care.

I. Catholic Health Care Restrictions and their Impact on Patients and Providers

All Catholic health care, including Dignity Health's Catholic hospitals, must adhere to policy proscriptions issued by the United States Conference of Catholic Bishops (the "Conference of Catholic Bishops"), some of which are spelled out in the Ethical and Religious Directives for Catholic Health Care Services (the "ERDs").² Catholic health care entities are explicitly prohibited from providing a range of reproductive health services, including contraception, sterilization, and abortion; the ERDs go so far as to characterize these procedures as "intrinsically evil."³ Further, the Conference of Catholic Bishops mandates that religion take precedence over patient decision-making and autonomy by expressly stating in the ERDs that "the free and informed health care decision of the person . . . is to be followed so long as it does not contradict Catholic principles."⁴ Thus, the ultimate authority over Catholic health care is not medical, but religious.

Gender-Affirming Care for Transgender Patients Is Prohibited in Catholic Hospitals

The Conference of Catholic Bishops has been very clear that as a religious matter it does not recognize transgender people or the propriety of gender-affirming care. In comments submitted to the U.S. Department of Health and Human Services in 2015, the Conference of Catholic Bishops explained as follows:

[W]e believe . . . that medical and surgical interventions that attempt to alter one's sex are, in fact, detrimental to patients. Such interventions are not properly viewed as health care because they do not cure or prevent disease or illness. Rather they reject a person's nature at birth as male or female.⁵

In the same set of comments, the Conference of Catholic Bishops also stated the following:

"Sex change" is biologically impossible. People who undergo sex reassignment surgery do not change from men to women or vice versa. . . . Claiming that this is a civil-rights matter and encouraging surgical intervention is in reality to collaborate with and promote a mental disorder.⁶

² U.S. Conference of Catholic Bishops, *Ethical and Religious Directives for Catholic Health Care Services* (6th ed. 2018), available at <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf> [hereinafter ERDs].

³ ERD No. 70, note 48 at 30.

⁴ ERD No. 28 at 14.

⁵ U.S. Conference of Catholic Bishops et al., Comment Letter on Department of Health and Human Services Proposed Rule on Nondiscrimination in Health Programs and Activities 9 (Nov. 6, 2015), <http://www.usccb.org/about/general-counsel/rulemaking/upload/Comments-Proposal-HHS-Reg-Nondiscrimination-Federally-Funded-Health.pdf>.

⁶ *Id.*

Similar anti-transgender material is posted on the Conference of Catholic Bishops website,⁷ as well as collected on the website for the National Catholic Bioethics Center.⁸

These principles are borne out in the practices of Catholic hospitals—including Dignity Health hospitals—which deny transgender people gender-affirming care. The ACLU’s representation of Evan Minton,⁹ a transgender man, illustrates this problem. Mr. Minton sought a hysterectomy to increase alignment between his body and male gender identity at Dignity Health’s Mercy San Juan Medical Center (“Mercy San Juan”). Though Mr. Minton’s physician and other Mercy San Juan physicians regularly perform hysterectomies for cisgender female patients, Mr. Minton’s procedure was abruptly canceled the day before the procedure was set to take place once the hospital learned the procedure was part of his gender-affirming care.¹⁰

Patients Are Denied Proper Miscarriage Management at Catholic Hospitals

Catholic health care has an absolute prohibition on abortion, even when a pregnant person’s health is jeopardized by the pregnancy.¹¹ Additionally, the ERDs’ broad definition of abortion¹² leads Catholic hospitals to ban the safest method for terminating an ectopic pregnancy and to consider the evacuation of a uterus during a miscarriage to be an abortion if there is still a fetal heartbeat. Emergency situations are ostensibly addressed by ERD 47, which states that medical treatments that terminate a pregnancy are permitted when their direct purpose is the “cure of a proportionately serious pathological condition of a pregnant woman” and when the treatments “cannot be safely postponed until the unborn child is viable.”¹³ However, beyond the inescapable core issue that, at a moment of emotional and physical trauma for the pregnant person, decisions about medical care are being made based on religious principles rather than by the patient in consultation with a medical provider, there are two serious problems with this supposed safeguard.

First, patients must be exhibiting a “proportionately serious” medical condition in order to demonstrate that the completion of a miscarriage is justified under the ERDs. In other words, for a Catholic hospital to allow a physician to provide care that will end the pregnancy, a patient must already be experiencing medical problems such as infection that put their life at risk, even if it is clear that the pregnancy is non-viable and that earlier action could prevent the infection from occurring in the first place. A qualitative study of obstetricians and gynecologists practicing at Catholic hospitals quotes Dr. R, who explained that he and colleagues “often tell patients that we can’t do anything in the hospital but watch you get infected.” He goes on to say, “it’s just very difficult for them, they’re

⁷ See, e.g., U.S. Conference of Catholic Bishops, *Created Male and Female: An Open Letter from Religious Leaders* (Dec. 15, 2017), <http://www.usccb.org/issues-and-action/marriage-and-family/marriage/promotion-and-defense-of-marriage/created-male-and-female.cfm>.

⁸ See National Catholic Bioethics Center, *Bioethics Topics – Transgender*, <https://www.ncbcenter.org/resources/information-topic/gender-identity/> (last visited Mar. 6, 2019).

⁹ ACLU of Northern California, *Minton v. Dignity Health (Sex Discrimination)*, <https://www.aclunc.org/our-work/legal-docket/minton-v-dignity-health-sex-discrimination> (last visited Mar. 8, 2019).

¹⁰ It is our understanding that because as a matter of religious belief Catholic hospitals do not recognize gender affirming care, they view hysterectomies sought by transgender people as “direct sterilization” in violation of Ethical and Religious Directive No. 53.

¹¹ ERD No. 45 at 18.

¹² *Id.* (“Every procedure whose sole immediate effect is the termination of pregnancy before viability is an abortion, which, in its moral context, includes the interval between conception and implantation of the embryo.”)

¹³ ERD No. 47 at 19.

already in a hard place . . . we actually have the patients discharge themselves . . . drive themselves and then admit themselves to the next institution.”¹⁴ A policy dictating that patients experiencing miscarriage must first get infected and then be treated, rather than treating them before infection sets in, runs counter to appropriate medical practice and patient-centered care.

Second, the interpretation of ERD 47 varies widely among hospitals and leads to confusion among health care providers as to when it is theologically justified to provide emergency care that terminates a pregnancy.¹⁵ The Catholic policy’s lack of clarity, as well as its requirement that providers deviate from the standard practice of medicine, can lead to horrible patient outcomes. For example, Tamesha Means,¹⁶ a Michigan woman, was denied medically appropriate care by a Catholic hospital after her water broke when she was 18 weeks pregnant, pre-viability. Despite increasing signs of infection, the hospital did not inform Ms. Means that there was almost no chance that she could give birth to a healthy baby and did not present her with the option of ending the pregnancy, even though that would have been the safest course of action. Instead, the hospital twice sent her home with Tylenol and would have done so a third time if Ms. Means had not gone into labor while at the hospital. The baby died within hours of delivery.

Contraception and Assisted Reproductive Technologies Are Prohibited in Catholic Health Care Facilities

Policies established by the Conference of Catholic Bishops explicitly prohibit Catholic health care entities from providing contraception to patients.¹⁷ This negatively affects patients who are unable to obtain a postpartum tubal ligation after giving birth at a Catholic hospital. Tubal ligations are the family planning method of choice for 30.2% of U.S. married women of reproductive age,¹⁸ and the American Congress of Obstetricians and Gynecologists (ACOG) has said: “Given the consequences of a missed procedure and the limited time frame in which it may be performed, postpartum sterilization should be considered an urgent surgical procedure.”¹⁹

Patients who give birth in Dignity Health’s Catholic hospitals, such as ACLU client Rebecca Chamorro,²⁰ are denied access to tubal ligation. Ms. Chamorro sought and was denied a tubal ligation immediately following her C-section delivery at Dignity Health’s Mercy Medical Center Redding (MMCR), the only hospital within a 70-mile radius that has a labor and delivery ward. While Dignity Health’s Catholic hospitals do provide postpartum tubal ligations to some patients, the ultimate decision of whether to approve a doctor’s application to perform a tubal ligation on a

¹⁴ Lori R. Freedman & Debra B. Stulberg, *Conflicts in Care for Obstetric Complications in Catholic Hospitals*, 4 AJOB Primary Research 1-10 (2013).

¹⁵ *Id.* at 4.

¹⁶ *Means v. United States Conference of Catholic Bishops*, 836 F.3d 643 (6th Cir. 2016).

¹⁷ “Catholic health institutions may not promote or condone contraceptive practices but should provide, for married couples and the medical staff who counsel them, instruction both about the Church’s teaching on responsible parenthood and in methods of natural family planning.” ERD No. 52 at 19.

¹⁸ Jo Jones, William Mosher, & Kimberly Daniels, *Current Contraceptive Use in the United States, 2006 – 2010, and Changes in Patterns of Use Since 1995*, 60 National Health Statistics Report 17, 1-25 (2012).

¹⁹ American College of Obstetricians and Gynecologists, *Access to Postpartum Sterilization*, 120 Obstet. Gynecol. 212, 213 (2012).

²⁰ ACLU of Northern California, *Chamorro v. Dignity Health (Religious Refusals)*, <https://www.aclunc.org/our-work/legal-docket/chamorro-v-dignity-health-religious-refusals> (last visited Mar. 8, 2019).

patient is made by a staff member charged with enforcement of the ERDs, rather than by a medical professional.

Catholic healthcare's ban on contraception also harms patients who might need emergency contraception due to a missed or failed method, since Catholic health care permits emergency contraception only in cases of rape and, even then, only under certain circumstances.²¹ The ban additionally disrupts the contraceptive method of inpatients at a Catholic hospital who are not able to access contraception during that period.

At the December 2018 Committee meeting, UCSF representatives offered Committee members reassurance that lack of access to contraception would not be a problem in the Dignity Health hospitals partnering with UCSF. Dr. Dana Gossett, division director of obstetrics and gynecology at UCSF and Vice Chair of UCSF Health Regional Women's Health Strategy, mentioned a "work-around" in which many patients at St. Mary's have "menstrual disorders," for which Catholic health care permits contraception to be prescribed.²² This begs the question of why UCSF, a leading medical institution, would sanction this type of misdiagnosis. Beyond that, pharmacies in Catholic hospitals do not typically stock contraception,²³ causing us to wonder whether access to contraception at St. Mary's would actually be possible in the way described by Dr. Gossett.

If St. Mary's or other Catholic Dignity Health hospitals did knowingly provide birth control to patients for contraceptive purposes, this would violate the Conference of Catholic Bishop's policies governing Catholic health care. Dignity Health has stated clearly that it intends to adhere to these directives. According to Dignity Health's counsel, "a Catholic hospital risks the Bishop's revocation of its Catholic status under Canon Law if it does not comply with the ERDs."²⁴

Finally, Catholic health care prohibits in vitro fertilization and other assisted reproductive technologies (ART). The ERDs state that "[r]eproductive technologies that substitute for the marriage act are not consistent with human dignity."²⁵ This position, while harmful for all couples experiencing infertility, has an especially problematic impact on same-sex couples who, as a group, rely on ART to conceive.

"Transparency" Does Not Mitigate Harm to Patients

At the Committee meeting, UCSF representatives acknowledged that patients would be denied care at Dignity Health hospitals. They asserted that the "transparency" of telling patients about these denials is of primary importance, suggesting that this would alleviate the problem of referring UCSF patients to Dignity Health hospitals. However, patients like Evan Minton have a right to care that is free of discrimination. By informing these patients that they will be denied care at Dignity Health hospitals, UCSF does not reduce the discrimination the patients are facing. Instead, UCSF supports the continuation of a discriminatory practice and the demeaning treatment

²¹ ERD No. 36 at 15.

²² Video, University of California Board of Regents Health Services Committee Meeting (Dec. 11, 2018), *available at* <https://youtu.be/4hzdnJT2zII?t=6156> (accessed Mar. 6, 2019).

²³ Debra B. Stulberg, Rebecca A. Jackson, & Lori R. Freedman, *Referrals for Services Prohibited in Catholic Health Care Facilities*, 48 *Perspectives on Sexual and Reproductive Health* 111-117 (2013).

²⁴ Defs. Opp'n to Ex Parte Appl. for TRO at 4, 20-21, *Chamorro v. Dignity Health*, Cal. Super. Ct. (2016) (No. 15-549626).

²⁵ ERDs at 16.

of patients who are seeking care, resulting in a “stigma inconsistent with the history and dynamics of civil rights laws that ensure equal access to goods, services, and public accommodations.” *Masterpiece Cakeshop, Ltd. v. Colo. Civil Rights Comm’n*, 138 S. Ct. 1719, 1727 (2018). Indeed, UCSF’s position is akin to saying that it is acceptable for a Dignity Health hospital to discriminate as long as it has a sign out front saying, “No transgender people allowed.”

Similarly, the transfer or referral of denied patients to a different hospital creates a work-around that allows discrimination to flourish. Indeed, during a hearing in Mr. Minton’s case, the judge compared the fact that Dignity Health ultimately allowed Mr. Minton to receive care in one of its secular hospitals to *Plessy v. Ferguson*, stating, “It has a smell of ‘separate but equal,’ which as we know was abandoned in 1954.”²⁶

Providers at Catholic Hospital Experience Ethical Conflicts

Though the ERDs bar the promotion of contraceptive practices and warn about the “danger of scandal” in mere association with abortion providers, UCSF representatives expressed at the Committee meeting that there is “no gag rule” that would prohibit or limit UCSF or Dignity Health providers from discussing abortion or other barred services.²⁷ Yet in 2013, Michael A. Demos, a cardiologist practicing at a Catholic hospital in Colorado, was reprimanded for discussing abortion as an option with a pregnant patient who exhibited signs of a disorder that can be highly life-threatening for pregnant people. The hospital’s chief medical officer told Dr. Demos that, pursuant to the ERDs, he was not allowed to recommend or discuss the possibility of pregnancy termination with patients, regardless of the circumstances.²⁸

Dr. Demos is not the only medical provider whose professional obligations toward patients have been disrupted by Catholic health care’s proscriptions on care. Indeed, research has shown that providers at Catholic facilities are torn between the religious ethics of their employers and the patient centered-obligation of their profession.²⁹ In a national survey of obstetricians and gynecologists (OB-GYNs) in the U.S., 52% of those working in Catholic institutions reported a conflict with the institution over religiously-based policies.³⁰

In California, the California Medical Association (CMA) has expressed concern that Dignity Health is imposing non-medical criteria that countermand physicians’ medical judgment and prevent them from providing the standard of care for their patients.³¹ Citing the American Medical Association’s Code of Medical Ethics Opinion regarding the patient-physician relationship, CMA

²⁶ Transcript of Record at 5, 12-14, *Minton v. Dignity Health*, Cal. Super. Ct. (2017) (No. 17-558259).

²⁷ Video, University of California Board of Regents Health Services Committee Meeting (Dec. 11, 2018), available at <https://youtu.be/4hzdnJT2zII?t=6156> (accessed Mar. 6, 2019).

²⁸ Complaint Against Mercy Medical Center, ACLU of Colorado (Nov. 13, 2013), available at <http://aclu-co.org/wp-content/uploads/files/2013-11-13%20CDPHE-Rich.pdf>.

²⁹ UCSF Bixby Center for Global Reproductive Health, *How Do Catholic Hospitals Handle Reproductive Health Referrals?*, <https://bixbycenter.ucsf.edu/news/how-do-catholic-hospitals-handle-reproductive-health-referrals> (last visited Feb. 12, 2019).

³⁰ Debra B. Stulberg, Annie M. Dude, & Irma Dahlquist et al. *Obstetrician-Gynecologists, Religious Institutions, and Conflicts Regarding Patient-Care Policies*. 207 AM. J. OBSTET. GYNECOL. 73.E1 - 73.E5 (2012).

³¹ Mem. of P. & A. in Supp. of Pl. Mot. for Leave to File Compl. at 9, 20-21, *Chamorro v. Dignity Health*, Cal. Super. Ct. (2016) (No. 15-549626).

has also expressed that enforcement of the ERDs can impede physicians' ethical obligations to place patients' welfare above their own and other groups' interests.³²

Dignity Health Follows the Proscriptions of Catholic Health Care

As was discussed at the Committee meeting, Dignity Health currently comprises Catholic hospitals that adhere to the ERDs and other hospitals that adhere to the Statement of Common Values³³; hospitals in the latter group prohibit abortion but permit contraception. Of those that are part of the existing UCSF partnership, the Catholic hospitals are St. Mary's and Dominican, while the Statement of Common Values hospitals are St. Francis and Sequoia. During the meeting, Dr. Gossett emphasized the lesser restrictions at the non-Catholic hospitals, stating that St. Francis has no restrictions on tubal ligations and has a transgender health center.

However, in 2018, the Conference of Catholic Bishops issued an update to the ERDs that changes the landscape of Catholic health care systems. The new ERDs state that hospitals coming under a Catholic institution through acquisition, governance or management "must be operated in full accord with the moral teaching of the Catholic Church, including these Directives."³⁴ In its approval of the recent merger between Dignity Health and Catholic Health Initiatives, the California Attorney General set a condition that existing reproductive health services must be maintained throughout the merged entity in California for five years; we are concerned, however, that after that time, Dignity Health will bring all of its hospitals under the ERDs, as prescribed by the Conference of Catholic Bishops, thus abolishing the lower level of restriction touted by UCSF administrators at the Committee meeting.

The new ERDs similarly address partnerships with secular hospitals:

Before affiliating with a health care entity that permits immoral procedures, a Catholic institution must ensure that neither its administrators nor its employees will manage, carry out, assist in carrying out, make its facilities available for, make referrals for, or benefit from the revenue generated by immoral procedures.³⁵

This statement stands in contrast to comments made at the Committee meeting that, due to the partnership with UCSF, patients at Dignity Health hospitals would not be denied reproductive health information or referrals.

³² *Id.* (quoting American Medical Association, Patient-Physician Relationships: Code of Medical Ethics Opinion 1.1.1, *AMA Principles of Medical Ethics: I, II, IV, VIII*, <https://www.ama-assn.org/delivering-care/ethics/patient-physician-relationships> (last visited Mar. 7, 2019)).

³³ Dignity Health, *Statement of Common Values*, <https://www.dignityhealth.org/north-state/-/media/cm/media/documents/PDFs/Statement-of-Common-Values.ashx> (last visited Mar. 7, 2019).

³⁴ ERD No. 74 at 26.

³⁵ ERD No. 73 at 26.

II. The UCSF/Dignity Health Partnership Raises Serious Legal Concerns under Federal and State Law

The exact scope of the proposed UCSF/Dignity Health partnership has not been made clear to the public. Nonetheless, any partnership where UCSF patients are being provided care in a Dignity Health facility that imposes religious restrictions on that care raises serious legal questions.

UCSF is a public entity. As such, it has legal obligations that go far beyond those of a private entity such as Dignity Health. It is the position of the undersigned—as evidenced by the several lawsuits the ACLU has filed against Dignity Health for its discriminatory denials of care—that even private entities cannot invoke religious belief as a justification for discrimination in businesses open to the general public. But it is certainly the case that California’s public university system cannot invoke Dignity Health’s religious beliefs as a basis for denying care to its patients.

Indeed, on its face, the UCSF/Dignity Health partnership raises a host of questions about how the government can legally partner with an entity that *explicitly restricts patient care on the basis of its religious beliefs*. Yet at the Committee meeting, the only legal analysis UCSF provided on this front pertained to religious iconography in Dignity Health facilities. While it is troubling that UCSF patients would be subjected to religious iconography in accessing care at Dignity Health facilities, this is plainly a lesser issue than those same patients being subjected to religiously restricted care. Among other laws, the UCSF/Dignity Health partnership raises concerns under the following:

Establishment Clause: Both the U.S. and California Constitutions prohibit “sponsorship, financial support, and active involvement of the [state] in religious activity.” *Lemon v. Kurtzman*, 403 U.S. 602, 612 (1971). Even where the purpose of the government action is secular, the Establishment Clauses may still be violated where the principal or primary effect of the action advances religion or where the action fosters an excessive entanglement with religion. *Id.* at 612-13. The Supreme Court has also long held that the government unconstitutionally advances religion where it favors religion to the point of forcing unwilling third parties to bear the burden, or suffer harm, as a result of this favoritism. *See, e.g., Estate of Thornton v. Caldor, Inc.*, 472 U.S. 703 (1985). Here, UCSF’s decision to partner with Dignity Health facilities would impose on its patients the burden of Dignity Health’s religious restrictions on care.

Equal Protection: Denying transgender people gender-affirming care constitutes sex discrimination in violation of constitutional equal protection. In the recent case of *Norsworthy v. Beard*, a federal district court held that the refusal of the California Department of Corrections (“CDCR”) to provide a transgender inmate with gender-affirming care violated the federal equal protection clause. 87 F. Supp. 3d 1104 (N.D. Cal. 2015). As with Catholic health care entities, the CDCR allowed the contested procedure—vaginoplasty—for cisgender women, yet it denied the procedure for transgender women, deeming the procedure for them “medically unnecessary.” The court concluded that such discrimination was discrimination on the basis of transgender status and did not hold up to intermediate scrutiny. *Id.* at 1121. Yet UCSF patients receiving care in Dignity Health facilities would similarly be denied gender-affirming care.

There is also clear case law that under the equal protection and privacy guarantees of the California Constitution, governmental entities must treat all pregnancy options neutrally. In

Committee to Defend Reproductive Rights v. Myers, 29 Cal. 3d 252, 285 (1981), the California Supreme Court found state restrictions on Medi-Cal funding of abortion to be unconstitutional, ruling that while the government need not provide public funding for any pregnancy-related care, it could not exclude abortion coverage if it provided support for prenatal care and delivery to indigent pregnant women. Thus, patients seeking care from UCSF cannot only be offered obstetric and gynecologic care—they also must be offered abortion care.

California’s Constitutional No-Aid Clause: Article XVI, Section 5 of the California Constitution provides that no California state entity “shall ever make an appropriation, or pay from any public fund whatever, or grant anything to or in aid of any religious sect, church, creed, or sectarian purpose, or help support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever” California courts have recognized that this clause is broader than either the federal or state establishment clauses, in that it prohibits government action that has “the direct, immediate, and substantial effect of advancing religion.” *Paulson v. Abdelnour*, 145 Cal. App. 4th 400, 435 (2007). Even for a secular purpose, “a government entity may not enter into an exclusive contract with a religious organization which will result in the organization receiving a financial benefit from the government.” *Id.*

California Non-Discrimination Law: In addition to the constitutional provisions, California statutory law is clear that government entities in California may not discriminate on the basis of sex, including gender identity, gender expression, and sexual orientation. Cal. Gov’t Code § 11135. Nor may government entities contract with entities that discriminate on these bases. Cal. Gov’t Code § 12990.

Even more generally, California’s Unruh Civil Rights Act promises that all those within the jurisdiction of the state are “free and equal” and “entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.” Cal. Civ. Code § 51(b). Thus, the Unruh Act prohibits discrimination on the basis of sex, including gender identity, gender expression, and sexual orientation in all business establishments. *Id.* § 51(e)(5).

Indeed, California *prohibits* the University of California from requiring any of its employees to travel to states that have recently enacted laws that authorize discrimination based on sexual orientation, gender identity, or gender expression, and the state further prohibits UC from approving requests for travel to those states. Cal. Gov’t Code § 11139.8(b). This law was enacted specifically in response to other states enacting broad religious exemptions to their non-discrimination laws, and the preamble to the law states: “[t]he exercise of religious freedom should not be a justification for discrimination.” *Id.* at § 11139.8(a)(4).

III. UCSF’s Leadership in Evidence-Based, Inclusive, and Comprehensive Health Care

In addition to its legal obligations, UCSF also has a stated commitment to providing comprehensive reproductive health care as well as patient-centered, non-discriminatory care. As an institution, UCSF prides itself on providing care to patients with an individualized approach, recognizing that when it comes to patient-centered care, the “whole is often greater than the

sum of its parts.”³⁶ UCSF’s Bixby Center for Global Reproductive Health is self-characterized as one of the few research institutions to “unflinchingly address abortion” by expanding and improving access, training providers, and supporting efficacy and safety through clinical trials and research.³⁷ Focusing on “evidence, empowerment and impact,” the leadership of the Bixby Center has informed reproductive and sexual health policies, treatment, and care guidelines throughout the country and the world, helping to ensure access to the full scope of reproductive health care for all.³⁸

UCSF has also been recognized as a leader in LGBTQ-inclusive care, achieving a perfect score on the LGBT Healthcare Equality Index, which evaluates providers on metrics of LGBTQ patient-centered care, several years in a row.³⁹ The innovative capacity-building, community research, and clinical programs of the Center of Excellence for Transgender Health are making strides towards achieving UCSF’s mission to increase access to comprehensive, effective, and affirming health care services for transgender and gender non-conforming people at UCSF and throughout the field.⁴⁰ In addition, UCSF’s Child and Adolescent Gender Center Clinic, with which National Center for Lesbian Rights and other community organizations have a longstanding relationship, provides comprehensive medical and psychological care, as well as advocacy and legal support, to gender non-conforming and transgender youth and adolescents.⁴¹

Thus, it is particularly troubling that UCSF would choose to partner with Dignity Health, when UCSF has long presented itself as committed to the very kind of care that Dignity Health refuses to provide—comprehensive reproductive health care and LGBTQ-inclusive care. Dignity Health’s practices blatantly contradict UCSF’s own professed Professionalism, Respect, Integrity, Diversity and Excellence (PRIDE) Values, community principles articulated in solidarity with the “integral cultural concept” within the LGBTQ community, representing solidarity, collectivity, and identity as well as resistance to discrimination and violence.⁴²

In contrast, as mentioned above, the ERDs state that “Catholic health care institutions need to be concerned about the danger of scandal in any association with abortion providers,”⁴³ and the Conference of Catholic Bishops has said:

Gender ideology harms individuals and societies by sowing confusion and self-doubt. The state itself has a compelling interest, therefore, in maintaining policies that uphold the scientific fact of human biology and supporting the social institutions and norms that

³⁶ UCSF, *Patient Care Overview*, <https://www.ucsf.edu/patient-care> (last visited Feb. 1, 2019).

³⁷ Bixby Center for Global Reproductive Health, *Abortion*, <https://bixbycenter.ucsf.edu/abortion> (last visited Feb. 1, 2019).

³⁸ Bixby Center for Global Reproductive Health, *About Us*, <https://bixbycenter.ucsf.edu/about-us> (last visited Feb 1, 2019).

³⁹ Scott Maier, UCSF Health, *UCSF Health Named "Leader in LGBTQ Healthcare Equality" Hospital Receives Perfect Score on National LGBTQ Survey* (Mar. 30, 2017), <https://www.ucsfhealth.org/news/2017/03/ucsf-health-named-leader-in-lgbtq-healthcare-equality.html> (last visited Feb. 1, 2019).

⁴⁰ UCSF Center of Excellence of Transgender Health, *About Us*, <http://transhealth.ucsf.edu/trans?page=ab-00-00> (last visited Feb. 1, 2019).

⁴¹ UCSF Benioff Children’s Hospital, *Child and Adolescent Gender Center Clinic*, <https://www.ucsfbenioffchildrens.org/clinics/child-and-adolescent-gender-center/> (last visited Mar. 7, 2019).

⁴² UCSF Office of Diversity and Outreach, *PRIDE Values*, <https://diversity.ucsf.edu/PRIDE-values> (last visited Feb. 1, 2019).

⁴³ ERDs, *supra* note 11, at 18 -19.

surround it. ... The movement today to enforce the false idea—that a man can be or become a woman or vice versa—is deeply troubling.⁴⁴

At the Committee meeting, Dignity Health was referred to as a partner with closer shared values to UCSF than many other health systems because of its commitment to population health and serving the community. However, marginalized patients, including women of color who are more likely to receive reproductive health care at a Catholic-affiliated facility, most need access to complete and accurate care of the highest professional standards.⁴⁵ Failure to provide access to this care will only exacerbate existing health disparities.

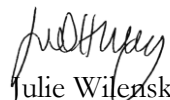
As threats to reproductive health care access continue to escalate at the national level, and more barriers are erected against LGBTQ individuals seeking care, UCSF must remain firmly committed to its history and bedrock principles of inclusive, unbiased care. A partnership with Dignity Health stands in direct contradiction to those values. We therefore strongly urge UCSF to reconsider its affiliation with Dignity Health. Should UCSF choose to proceed with this partnership, we will consider a variety of potential next steps, including litigation.

Please direct future communications to Phyllida Burlingame, Reproductive Justice and Gender Equity Director at the ACLU Foundation of Northern California, via pburlingame@aclunc.org. We look forward to your reply.

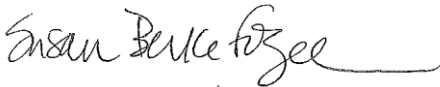
Sincerely,



Phyllida Burlingame
Reproductive Justice and Gender Equity Director
ACLU Foundation of Northern California



Julie Wilensky
Senior Staff Attorney
National Center for Lesbian Rights



Susan Berke Fogel, JD
Director of Reproductive and Sexual Health
National Health Law Program

cc: University of California Board of Regents via regentsoffice@ucop.edu and U.S. Mail
University of California Office of the President via president@ucop.edu and U.S. Mail

⁴⁴ U.S. Conference of Catholic Bishops, *supra* note 7.

⁴⁵ Kira Shepherd, Elizabeth Reiner Platt, & Katherine Franke et al., *Bearing Faith: The Limits of Catholic Health Care for Women of Color* (2017), available at <https://www.law.columbia.edu/sites/default/files/microsites/gender-sexuality/PRPCP/bearingfaith.pdf>.

**STUDENT TRAINING AGREEMENT
FOR NURSE PRACTITIONER / PHYSICIAN ASSISTANT PROGRAM
BY AND BETWEEN
DIGNITY HEALTH d/b/a SEQUOIA HOSPITAL
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

THIS STUDENT TRAINING AGREEMENT ("*Agreement*"), effective the later of July 1, 2016, or the last date signed below ("*Effective Date*"), is executed by and between Dignity Health, a California nonprofit public benefit corporation, d/b/a Sequoia Hospital ("*Hospital*") and The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, acting for and on behalf of its University of California Davis Health System ("*School*").

This Agreement is made with reference to the following facts:

A. School provides and conducts various educational programs for students through its Betty Irene Moore School of Nursing including an approved Nurse Practitioner / Physician Assistant Program ("*Program*"), which may require actual clinical experience in an acute care setting in order to acquire technical skill (hereinafter referred to as the "*Internship Experience*"). The Nurse Practitioner Program is approved by the California Board of Registered Nursing and the Physician Assistant Program is accredited by the Accreditation Review Commission on Education for the Physician Assistant (ARC-PA) and is approved by the Physician Assistant Committee (PAC) of the Medical Board of California.

B. Dignity Health is the owner and operator of acute care hospitals and ancillary facilities including Hospital.

C. School desires to assure clinical experience for a student (or students) of School's Program (referred to individually as "*Student*" or collectively as "*Students*").

D. Hospital is willing to receive and accept Students at its acute care facility in order that Students may receive the clinical experience required by the School, all upon the terms and conditions and subject to the limitations set forth in this Agreement.

NOW, THEREFORE, it is agreed between the parties as follows:

1. RESPONSIBILITIES OF SCHOOL

1.1 **Program under Jurisdiction of School.** It is understood that the Program conducted pursuant to this Agreement is a program of School and not Hospital and that Students participating in the Program at all times shall be under the exclusive jurisdiction of the School. Notwithstanding the foregoing, the time, place and subject matter of all educational activities hereunder, including plans therefore, shall be subject to the approval of Hospital, and School hereby assumes responsibility for assuring that Students observe the rules and regulations of Hospital and make all reasonable efforts to ensure that nothing is done which might prove detrimental to Hospital or its patients. School's responsibilities are more specifically detailed as follows:

(a) School is responsible for obtaining physicians to serve as preceptors ("*Preceptor(s)*") for the Students. Preceptors shall each be a member of the Medical Staff of Hospital. School shall submit to Hospital verification of the School's agreements with each Preceptor and of the Preceptor's agreement to comply with all applicable statutes and regulations governing preceptors. A Preceptor may not serve as a Preceptor for more than one (1) Student at any given time. The Preceptor shall ensure that all appropriate patient consents are obtained and, further, shall remain responsible for the patient;

(b) Designate a faculty member ("*Faculty Coordinator*") and an alternate who shall be responsible for planning, development, coordination, implementation and supervision of the clinical portion of the Student's experience, all in consultation with the Designated Representative of Hospital. The Parties agree that none of these responsibilities of the Faculty Coordinator shall be performed at the Hospital;

(c) Plan the Program in the Hospital including programming and administration;

(d) Maintain records and reports of the Student's Internship Experience for a period of not less than four (4) years;

(e) Notify the Hospital in advance of the planned Internship Experience, to include area, date of arrival and name of the Student. This schedule shall be subject to the Hospital's approval, which approval shall not be unreasonably withheld;

(f) Use all reasonable efforts to assure Student's compliance with Hospital's policies and procedures, rules and regulations, including preservation of confidentiality with respect to all patient related information acquired in the course of the Internship Experience;

(g) Provide to Hospital a copy of the performance objectives for the Internship Experience and the assurance that the Student assigned is academically prepared to meet such objectives;

(h) Consult with Hospital's Designated Representative (defined below) with respect to a Student evaluation process pertaining to the Internship Experience;

(i) Assure that Student assigned to Hospital, prior to any observation period or participation in any clinical experience, has received training in blood and body fluid standard precautions consistent with the U.S. Centers for Disease Control and Prevention Guidelines. Documentation of such training will be provided to Hospital upon request;

(j) Assure that Student maintains medical insurance, and has complied with such other requirements upon request of Hospital, and submit documentation of that compliance;

(k) Inform Student, prior to the Student's participation in the clinical portion of the Program at Hospital, of the Student's responsibilities as set forth in Section 3 of this Agreement;

(l) Maintain and evidence the insurance and/or self-insurance program participation required by the provisions of Section 6 throughout the term of this Agreement and, unless said insurance provides coverage on an occurrence basis, for at least eight (8) years following termination of this Agreement;

(m) Assure that Student has signed the Student Confidentiality Statement attached hereto as Exhibit A and the Student Declaration of Responsibilities attached hereto as Exhibit B prior to the commencement of Student's Internship Experience at the Hospital;

(n) School represents and warrants that prior to Student's participation in the Internship Experience, School has conducted a criminal background check to include at a minimum, a search of county court records for all jurisdictions in which the Student has resided during the past seven (7) years, a search to identify registered sex offenders (national database search) and a social security number trace and validation. All criminal history identified shall be reported to the Hospital prior to Student's participation in the Internship Experience. Notwithstanding the foregoing, School may instead require Students to obtain the necessary criminal background check. In such event, School shall instruct Students to contact Hospital's approved vendor so that Student may purchase his or her own criminal background check at the levels described in this paragraph. School shall assure that Students take all steps necessary to provide Hospital with the certificate number issued by Hospital's approved vendor so that Hospital may view the results of the criminal background check conducted prior to the commencement of Student's Internship Experience at Hospital; and

(o) Notwithstanding Hospital's obligations to review the General Services Administration's List of Parties Excluded from Federal Programs and the HHS/OIG List of Excluded Individuals/Entities, School shall also have the obligation to review the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://epls.arnet.gov>) and the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://www.hhs.gov/oig>), and provide documentation to Hospital that School, School's personnel, and Students are not excluded individuals/entities.

1.2 Cooperation and Coordination with Hospital. In order to assure the effectiveness of the Program, School and Hospital will work together in planning and implementing the Program, and in this connection, shall advise one another of the philosophy, objectives, policies and regulations of their respective institutions and

establish such matters as the time and place of education and the number of Students to participate in the Internship Experience at any one time.

1.3 **No Compensation.** The Program conducted hereunder shall be conducted without the payment of any monetary consideration by School or Hospital to the other or by or to any Student participating in the Program.

1.4 **Acknowledgement of Corporate Integrity Program.** School acknowledges that Hospital operates under the Corporate Integrity Program of Dignity Health. School further acknowledges that notwithstanding anything contained herein, neither party shall engage in any conduct that may violate any policies, procedures, or directives of the Corporate Integrity Program. School further represents that it has not been, nor currently is, excluded from participation in government funded healthcare programs, including, but not limited to, Medicare, Medicaid, CHAMPUS, and FEHP.

1.5 **Network Usage Policy.** School shall assure that School and each Student assigned to Hospital who shall have access to Hospital's computer network shall comply with and sign Dignity Health's Network Usage Policy.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Hospital shall:

(a) Designate a Hospital employee ("*Designated Representative*") who shall consult with the School Faculty Coordinator for the purpose of implementing and coordinating the clinical portion of the Program at Hospital. The Designated Representative is authorized to provide any approval, which is required by the terms of this Agreement but is not authorized to approve any amendment to or waiver of the terms of this Agreement;

(b) Provide appropriate general patient care facilities for the clinical aspects of the Program conducted under this Agreement, including classroom and conference room space when available, provided that the presence of the Students shall not be allowed to interfere with the regular activities of the Hospital;

(c) Provide opportunities to Student to enable him/her to acquire clinical experience as required by Program but only to the extent that the existing facilities and varying patient census of Hospital permit;

(d) Permit designated Hospital personnel to participate with the faculty of School in the instruction of Student at Hospital; however, this shall not interfere with the service commitments of Hospital personnel;

(e) Provide a reasonably safe area for storage of Student's personal belongings, although Hospital does not assume responsibility for any personal belongings of Students;

(f) Provide the same cafeteria privileges to Student as are available to Hospital staff;

(g) Permit the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of School;

(h) Maintain and evidence the insurance and/or self-insurance program participation required by the provisions of Section 6 throughout the term of this Agreement; and

(i) Maintain ongoing open communication with School.

2.2 **Responsibility for Hospital Services.** School and Hospital acknowledge that Hospital shall retain professional and administrative responsibility for the hospital services rendered.

3. STUDENT'S RESPONSIBILITIES

3.1 **Education Primary Responsibility.** It is understood and agreed that Student assigned to Hospital pursuant to this Agreement is assigned primarily for purposes of education and training, and at no time shall any Student replace Hospital personnel in the provision of patient services. It is further understood that Hospital is under no obligation to hire any Student upon the completion of such Student's Internship Experience. School shall inform each Student that, prior to participating in the Program, the Student shall:

(a) Provide Hospital with certification of training in standard precautions for handling blood and body fluids consistent with U.S. Centers for Disease Control and Prevention guidelines;

(b) Maintain medical insurance and comply with such other health requirements and responsibilities set forth below, and submit documentation to Hospital of that compliance:

(i) Negative result to a seven (7) panel drug screen consistent with testing done on Hospital employees but no less than a seven (7) panel drug screen.

(ii) Tuberculosis: Complete tuberculosis signs and symptoms questionnaire and either (1), (2), or (3) below:

(1) Two-step TB skin test (TST) for Students with no history or a positive TST who have not been tested in the last twelve (12) months;

(2) One step TST test for Students with proof of a negative TST in the last twelve (12) months;

(3) Chest radiograph for Students with documentation of past positive TST in millimeters. Chest x-rays up to twelve (12) months old will be accepted;

(iii) Rubella: documented receipt of one vaccination or positive blood titer. Negative results require 1 MMR vaccine;

(iv) Rubeola: documented receipt of two vaccinations or positive blood titer. Negative results require 2 MMR vaccines;

(v) Mumps: documented receipt of two vaccinations or positive blood titer. Negative results require 2 MMR vaccines;

(vi) Annual Influenza participation (proof of vaccination or signed declination). If declined, Student will be required to wear a surgical mask at all times while in Hospital facility during flu season based on Hospital policy or county/state mandates. In some areas flu season is from November 1 through March 31. Times may be extended based on flu activity at a specific facility or area;

(vii) Varicella (Chicken pox): documented receipt of 2 Varicella vaccinations or positive titer. History not accepted. If negative titer, declination allowed, however Student will not be allowed in Hospital facility from day 8 to day 21 post any known exposure from a hospital or in community;

(viii) Hepatitis B: vaccines or titer or statement of refusal; and

(ix) Tdap: Pertussis booster as adult or signed declination.

(c) Execute and transmit to Hospital a Student Confidentiality Statement in the form attached hereto, marked Exhibit A; and a Student Declaration of Responsibilities in the form attached hereto marked Exhibit B;

(d) Conform to all applicable Hospital policies, procedures, and regulations, including, but not limited to, Dignity Health's Network Usage Policy, and such other requirements and restrictions as may be mutually specified and agreed upon by the Designated Representative of Hospital and the Faculty Coordinator of School; and

(e) Be responsible for his or her own support, maintenance and living quarters while participating in the Program and for transportation to and from Hospital.

3.2 **Student Access to Facilities.** Access to the facilities of Hospital by Student shall be allowed only to the extent that access is necessary for the implementation of the Program.

4. **RELATIONSHIP**

Students, while participating in the Program conducted pursuant to this Agreement shall not be considered employees of Hospital. Hospital does not assume any liability under any law relating to workers' compensation on account of any act of any Student performing any duty, receiving or participating in any clinical experience and training, or traveling pursuant to this Agreement. Student participating in the Program shall not be entitled to any

monetary remuneration from Hospital for services performed by them, in the course of receiving clinical experience pursuant to this Agreement.

5. TERMINATION OF STUDENT

Notwithstanding anything in this Agreement to the contrary, Hospital may suspend the right of any Student participating under the terms of this Agreement to access to the clinical portion of the Program at Hospital if, in the sole judgment and discretion of Hospital, the conduct or attitude of the Student threatens the health, safety, or welfare of any person or the confidentiality of any information relating to a patient. This action shall be taken by Hospital only on a temporary basis until Hospital has consulted with representatives of School. The consultation shall include an attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the clinical portion of the Program at Hospital is vested in Hospital. The procedures referred to in this Section are separate from any procedures of School relating to the Student's continued participation in Program at School.

6. INSURANCE

6.1 School's Insurance.

(a) School shall purchase and maintain in full force and effect during the full term of this Agreement the following insurance, or equivalent program of self-insurance:

(i) Commercial or comprehensive general liability insurance with a combined single limit each occurrence for bodily injury and property damage not less than One Million Dollars (\$1,000,000), with an annual aggregate limit not less than Two Million Dollars (\$2,000,000).

(ii) Workers' Compensation insurance for its own employees, as required under California State law; such insurance shall include Employer's liability with a limit not less than One Million Dollars (\$1,000,000) each occurrence.

(iii) Professional liability insurance for each Student participating in the clinical portion of the Program at Hospital, in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Said insurance shall be maintained in effect so long as the Student remains a participant in the Program. If School does not secure such insurance for Students, School shall require that Students maintain their own insurance in the same amounts as those required of School herein, and School shall obtain evidence of such insurance coverage from Student prior to Student's participation in the Program.

(b) School's insurance specified above shall be on an occurrence or claims made form. If such insurance is on a claims made form all acts and omissions of School and its subcontractors shall be, during the term of this Agreement, "continually covered" notwithstanding the term of the Agreement or the provisions of this Agreement allowing School to purchase claims made coverage. In order for the acts and omissions of School to be "continually covered" there must be insurance coverage for the entire period commencing with the Effective Date of this Agreement and ending on the date that is at a minimum eight (8) years after the final termination date of this Agreement including any extensions or renewals thereof. Claims made coverage shall have a retroactive date at least concurrent with the Effective Date of this Agreement. If such claims made coverage is cancelled or terminated or not renewed for any reason, School shall purchase either an eight (8) year Extended Reporting (tail) coverage applicable to all claims arising during the term of this Agreement including renewals and extensions thereof or nose coverage with a retroactive date at least concurrent with the Effective Date of this Agreement.

6.2 **Dignity Health's Insurance.** Hospital shall maintain insurance or self-insurance through the Dignity Health Self-Insurance Program for general liability with a combined single limit each occurrence for bodily injury and property damage not less than One Million Dollars (\$1,000,000), with an annual aggregate limit of not less than Two Million Dollars (\$2,000,000) and workers compensation coverage for its own employees, as required under California State law; such insurance shall include Employer's liability with a limit of not less than One Million Dollars (\$1,000,000) each occurrence.

6.3 **Primary Insurance.** Hospital and School agree that such policies are primary insurance and shall not contribute to or be excess of any other insurance or self insurance available to the insureds, with respect to any

claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit may be brought.

6.4 Certificates of Insurance/Evidence of Protection. Prior to the commencement of this Agreement, the parties will furnish to one another, certificates of insurance or evidence of protection evidencing the required insurance coverage. Such insurance shall contain a provision that the coverage cannot be cancelled, terminated or materially changed without thirty (30) days written notice to the other party.

6.5 Mandatory Insurance. The insurance requirements under this Section 6 are mandatory. Failure of either party to request certificates of insurance shall not constitute a waiver of either parties' obligations and requirements to maintain the coverage specified in this Section 6.

7. INDEMNIFICATION.

7.1 School. School shall defend, indemnify, and hold harmless Hospital, its officers, employees, and authorized agents, from and against liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, employees or authorized agents.

7.2 Hospital. Hospital shall defend, indemnify, and hold harmless School, its officers, employees, and authorized agents, from and against liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Hospital, its officers, employees or authorized agents.

8. APPROVAL AND QUALIFICATION

Only Students who have satisfactorily completed the pre-clinical didactic portion of the Program, which is prerequisite to clinical experience, shall participate in the clinical portion of the Program at Hospital. The number of Students to participate in the Internship Experience at any one time is subject to Hospital's approval.

9. PROHIBITION AGAINST DISCRIMINATION

Hospital, School or Student participating in the Program shall not unlawfully discriminate against any person because of race, color, creed, age, national origin, sex, marital status, or veteran's status as provided by law. In addition, Hospital, School, or Student shall not discriminate against any person because of handicap under Section 504 of the federal Rehabilitation Act of 1973 or disability under the Americans with Disabilities Act of 1990.

10. DESTRUCTION OF FACILITIES

In the event that Hospital facilities shall be partially damaged or destroyed by fire, earthquake, or other catastrophe, and such damage is sufficient to render the facilities untenable but not entirely or substantially destroyed, this Agreement shall be suspended until such time as Hospital determines that the premises or the facilities shall again be tenable.

11. TERM AND TERMINATION

11.1 Term. This Agreement, except as otherwise expressly provided, is effective as of the Effective Date and shall continue for two (2) years unless terminated earlier as provided herein.

11.2 Termination. This Agreement may be terminated, without penalty or cause, at any time by either party giving to the other written notice. Such termination shall not take effect with regard to Students already enrolled until such time as those Students have completed their respective Internship Experience.

12. CONFIDENTIALITY.

(a) School and Students may receive or acquire from Hospital "protected health information" ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and

implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA"). School agrees that all PHI acquired as a result of Students' training at Hospital is confidential and that both School and Students are prohibited from using and/or disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Hospital. School shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at Hospital.

(b) At the termination of this Agreement for any reason, School shall use its best efforts to return to Hospital or to destroy all written and electronic PHI received or acquired from Hospital. For example, such efforts may include destruction by shredding of students' essays or papers containing PHI and destruction by shredding of any faculty notes containing PHI.

(c) If School becomes aware of the unauthorized use or disclosure of PHI, School shall promptly and fully notify Hospital of all facts known to it concerning such unauthorized use or disclosure within twenty-four (24) hours of learning of such unauthorized use or disclosure.

(d) School agrees that if it breaches this Section 12, Hospital shall immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Hospital shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this confidentiality section by School. The terms of this Section shall survive the expiration or termination of this Agreement.

13. GENERAL PROVISIONS

13.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

13.2 **Ethical Principles, Policies and Practices.**

It is understood and agreed that Hospital as a Division of Dignity Health, operates as an extension of the religious works of Dignity Health's Religious Sponsors. Therefore, it is understood and agreed that the policies and practices of Hospital shall conform to the principles inherent in the *Ethical and Religious Directives for Catholic Health Care Services* incorporated herein by reference. Such principles and their application shall include, but are not limited to the following:

(a) **Dignity.** Hospital is firmly committed to fostering the innate dignity of the human person, and to the belief that such dignity deserves of respect and protection regardless of the nature of the person's health condition or social status.

(b) **Informed Decisions.** Hospital promotes the individual's right to make free and informed decisions regarding medical treatment and procedures. No person should be obliged to submit to a procedure that the person has judged not to provide a reasonable hope of benefit without imposing excessive risks and burdens on the patient or excessive expense to family and community.

(c) **Permitted Activities.** No activities or procedures shall be permitted within Hospital's facilities, which are contrary to the Ethical and Religious Directives.

(d) **Medical Staff Responsibilities.** Except as provided above, matters of general medical policy shall be the initial responsibility of physicians, functioning within Medical Staff Bylaws.

13.3 **Counterparts.** This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument.

13.4 **Modification and Amendments.** The terms and provisions of this Agreement may only be modified or amended by mutual written consent of the parties to this Agreement.

13.5 **Severability of Terms.** If any provision of this Agreement shall be deemed invalid or unenforceable by a court of appropriate jurisdiction, then such unenforceable or invalid provision shall be deemed to be deleted from this Agreement. All remaining provisions of the Agreement shall be deemed to be in full force and effect.

13.6 **Entire Agreement.** This Agreement and Exhibits attached hereto constitute the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements with respect to such subject matter and no other representations or understandings of the parties shall be binding unless executed in writing by all the parties.

13.7 **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

14. NOTICES

Any notices required or authorized under this Agreement shall be in writing and shall be deemed given three (3) business days after being deposited in United States Mail, postage prepaid, addressed as follows:

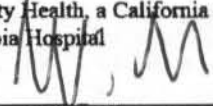
If directed to Hospital: Hospital President
Sequoia Hospital
170 Alameda de las Pulgas
Redwood City, CA 94062

Copy to: Executive Vice President, General Counsel
Dignity Health Legal Department
185 Berry Street Suite 300
San Francisco, CA 94107

If directed to School: Health System Contracts
UC, Davis Health System
2315 Stockton Boulevard, Sherman 2300
Sacramento, CA 95817

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Dignity Health, a California nonprofit public benefit corporation, d/b/a
Sequoia Hospital
Date: 6/14/16 By: 
William B. Graham
President

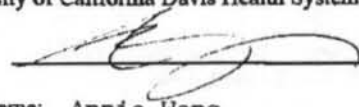
The Regents of the University of California, a corporation described in
California Constitution Art. IX, Sec. 9, acting for and on behalf of its
University of California Davis Health System
Date: _____ By: 
Print Name: Annie Wong
Title: Director, UC Davis Health System Contracts
Date: 6-14-2016

EXHIBIT A**STUDENT CONFIDENTIALITY STATEMENT**

The undersigned understands that all medical information acquired as a result of his or her participating in work and/or health care activities at Sequoia Hospital ("Hospital") is confidential and that the undersigned is prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Hospital. The undersigned agrees to protect the confidentiality of patient information as required by law at all times both during and following his or her relationship with Hospital. Conversations between physicians, nurses and other health care professionals in connection with or in the presence of a patient receiving care or between the undersigned and a patient are also protected and may not be discussed. The undersigned recognizes that other sources of medical information include medical records, emergency room department and ambulance records, California W and I Code § 5150 applications, child abuse reporting forms, elder abuse reporting forms, laboratory requests and results, and x-ray requests and results. The undersigned understands that a breach of this confidentiality by him or her may result in an action for damages against him or her as well as against Hospital. Hospital may terminate the undersigned's relationship with Hospital based upon a single breach of confidentiality by him or her.

Date: _____

Student (If over the age of 18 years)

EXHIBIT B
STUDENT DECLARATION OF RESPONSIBILITIES

I, _____, hereby state, represent and agree that:
 (Student Name)

1. I am eighteen (18) years of age or older.
2. I am a student enrolled in UC, Davis' (hereinafter referred to as "*School*") Nurse Practitioner/Physician Assistant Program (hereinafter referred to as "*Program*"), and as such I am participating in the *School's* clinical experience program (hereinafter referred to as the "*Internship Experience*") at Sequoia Hospital (hereinafter collectively referred to as "*Hospital*").
3. I agree to obtain a physical examination within six (6) months prior to entering into the Internship Experience at Hospital and to provide proof of the following: Tdap (Tetanus/Diphtheria/Pertussis) (within the last ten years), measles, mumps, and rubella by verification of either 2 MMRs or a titers proving immunity, poliomyelitis (if required), Hepatitis B series and/or Hepatitis B titer demonstrating immunity (or signed statement declining series), Annual Influenza vaccine (between September 1 & March 31) and any other immunization required by Hospital of its employees. TB requirements (either a or b will fulfill the requirement): a) Documented negative PPD skin test, negative QuantiFERON or T-Spot within one (1) month prior to participation in the Internship Experience or b) Documented positive PPD, chest-x-ray within six (6) months and a Physician Evaluation stating whether or not medication is prescribed and for how long. A negative signs/symptoms review within one (1) month prior to participation in the Internship Experience. I shall provide documentation of compliance with this requirement to Hospital prior to beginning the Internship Experience.
4. I agree to conform to all applicable Hospital policies, procedures, and regulations, including, but not limited to, Dignity Health's Network Usage Policy and such other requirements and restrictions as may be mutually specified and agreed upon by the Hospital Designated Representative and School.
5. I understand and agree that I am responsible for my own support, maintenance and living quarters while participating in the Internship Experience and that I am responsible for my own transportation to and from the Hospital.
6. I understand and agree that I am responsible for my own medical care needs. I understand that Hospital will provide access to emergency medical services should the need arise while I am participating in the Internship Experience. However, I understand and agree that I am fully responsible for all costs related to general medical or emergency care, and that Hospital shall assume no cost or financial liability for providing such care.
7. I acknowledge that I have received training in blood and body fluid standard precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention. Documentation of such training shall be provided prior to beginning my Internship Experience.
8. I understand that Hospital requires as a condition for participation in the Internship Experience that I secure and maintain malpractice insurance in amounts not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate. I further understand that said insurance must be maintained in effect so long as I remain a participant in the Internship Experience and for at least eight (8) years following the termination of the Internship Experience, unless said insurance provides coverage on an occurrence basis.
9. I acknowledge that I will receive academic credit for the Internship Experience provided at Hospital and that I will not be considered an employee of Hospital or School, nor shall I receive compensation from either the Hospital or the School. I further acknowledge that I am neither eligible for nor entitled to workers' compensation benefits under Hospital's or School's coverage based upon my participation in Program. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care based upon my participation in this Program, and that Hospital is under no obligation to hire me upon the completion of the Program.

10. I understand that Hospital may suspend my right to participate in the Program if, in its sole judgment and discretion, my conduct or attitude threatens the health, safety or welfare of any patients, invitees, or employees at Hospital or the confidentiality of any information relating to such persons, either as individuals or collectively. I further understand that this action shall be taken by Hospital only on a temporary basis until after consultation with School. The consultation shall include an attempt to resolve the suspension, but the final decision regarding my continued participation in the Program at Hospital is vested in Hospital.
11. I agree to comply with discrimination regulations and shall not discriminate against any person because of race, color, religion, sex, marital status, national origin, age, physical handicap, or medical condition as provided by law.
12. I further understand that Hospital has the right to suspend use of their facilities in connection with this Program should their facilities be partially damaged or destroyed and such damage is sufficient to render the facilities untenable or unusable for their purpose while not entirely or substantially destroyed.
13. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among any healthcare professionals are considered privileged and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.
14. I agree to cooperate with School so that School may obtain and share with Hospital the results of a criminal background check on me, or, if instructed by School I agree to obtain, at my own expense, a criminal background check through Hospital's approved vendor.

I have read the foregoing, and I understand and agree to the terms therein. I recognize that as consideration for agreeing to said terms Hospital will permit me to participate in the clinical learning experience program at Hospital.

Date: _____

Student Signature

Print Name

**EDUCATIONAL TRAINING AGREEMENT
FOR
CLINICAL AND/OR NON-CLINICAL ROTATIONS AND EXPERIENCE**

This EDUCATIONAL TRAINING AGREEMENT FOR CLINICAL AND/OR NON-CLINICAL ROTATIONS AND EXPERIENCE ("**Agreement**") is made and entered into effective the later of September 10, 2015, or the last date signed below ("**Effective Date**") by and between **Dignity Health**, a California nonprofit public benefit corporation ("**Dignity Health**") and **The Regents of the University of California**, a constitutional corporation, on behalf of The University of California, Davis (hereafter referred to as "**School**"). Dignity Health and School are at times referred to herein as a "**Party**" or, collectively, as the "**Parties**."

RECITALS

- A. Dignity Health is the owner and operator of St. Joseph's Behavioral Health Center, an acute psychiatric hospital, located at 2510 N. California Street, Stockton, California ("**Facility**").
- B. School provides and conducts various educational and/or academic programs including those approved health related programs described in Exhibit A and incorporated herein ("**Program(s)**") for its students (at times referred to herein individually as a "**Student**" or, collectively, as "**Students**"), and such Program(s) require clinical and/or non-clinical experience at health care facilities so that the Student(s) can fulfill an academic requirement (collectively, the "**Facility Experience**").
- C. The Parties acknowledge that this Agreement shall not be used for any Medical School Student.
- D. Facility is willing to receive and accept Student(s) of School at its location in order that Student(s) may receive the Facility Experience required by School, all upon the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

I. GENERAL INFORMATION

1.1 Program under Jurisdiction of School. Any Program that is covered under this Agreement is an education Program of the School and not the Facility. Accordingly, any Student participating in the Program shall at all times be under the exclusive jurisdiction of the School as set forth herein. Notwithstanding the foregoing, the time, place and subject matter of all educational activities hereunder, including any plans for such activities, shall be subject to the approval of the Facility. School assumes responsibility for assuring that each Student does nothing detrimental to the Facility patients, and that each Student observes and complies with the rules and regulations of the Facility as more specifically set forth herein.

1.2 Primary Contacts. Each Party shall designate a primary contact and an alternate (collectively "**Primary Contact**") respectively, who shall coordinate with each other in the planning, development, implementation, and coordination of the Program(s) to be provided to the Students. There will be ongoing communications and periodic evaluation between the Parties relating to changes or issues involving staff, curriculum, policies and/or procedures.

1.3 Application of Agreement to Program(s). The School's Primary Contact shall determine in advance with the Facility's Primary Contact from time to time during the term of this Agreement as to which Program(s) provided by the School are included under this Agreement. Any Program that is added during the term of this Agreement shall be separately documented by a written amendment to Exhibit A, dated and signed by the Parties.

1.4 Preliminary Information. Once it is determined among the Parties as to which Program shall be conducted at Facility, the School and the Facility shall agree before the beginning of that

particular Facility Experience upon the following: the location(s) and/or the clinical care unit(s) where the training will occur; the number and identity of the Student(s) participating in the training for the particular Program; and the period of time for each Student's training, including without limitation date of arrival and date of completion (as set forth below). Such information shall be separately documented by both the School and the Facility.

1.5 Supervision. School shall maintain responsibility for student activities and conduct while at Facility, and shall maintain supervision over the Program(s) (including all grading). However, Facility shall provide appropriate training, and shall retain all professional and administrative responsibility for the services rendered pursuant to this Agreement to the extent required to comply with Title 22 of the California Code of Regulations.

1.6 Cooperation and Coordination with Facility.

(a) In order to assure the effectiveness of each Program, School and Facility will work together in planning and implementing the Program, and in this connection, shall advise one another of the philosophy, objectives, policies and regulations of their respective institutions and establish such matters as the time and place of education and the number of Students to participate in the Program at any one time.

(b) School and Facility shall also consult with each other with respect to a Student evaluation process pertaining to the Facility Experience.

(c) School and Facility shall in addition cooperate to ensure a positive learning environment for all Students, monitor the learning environment and engage each other in addressing negative influences when detected. Further, School and Facility shall cooperate so that each Student assumes progressively an increase in responsibility according to that Student's level of education, ability and experience; School shall determine the appropriate level of responsibility for each Student.

(d) Notwithstanding the foregoing, each Party shall be responsible for specific elements of the Program as set forth herein.

1.7 Instructors/Clinical Preceptors.

(a) If applicable, School is responsible for obtaining instructor(s) and/or preceptor(s) to supervise all instruction and student activities for the Program in Facility except for any particular course(s) that use clinical preceptors (instructors and preceptors obtained by School shall be at times referred to herein individually as an "Instructor" or, collectively, as "Instructors"). In the case of any Student undertaking an education and/or academic program to become a physician assistant: (i) said Instructor shall be a physician who is a member of the Medical Staff of the Facility; (ii) said Instructor shall not serve as a preceptor for more than one (1) physician assistant Student at any given time; and (iii) School shall submit to Facility verification of the School's agreement with said Instructor and of the Instructor's agreement to comply with all applicable statutes and regulations governing preceptors.

(b) Facility shall provide qualified personnel to supervise any particular course(s) requiring clinical preceptor(s). Each clinical preceptor shall assume responsibility for care provided to patient(s) while the Student participates in the Facility Experience, and shall ensure that all appropriate patient consents are obtained; except that in the case of physician assistant Students, the Instructor shall remain responsible for patient care and shall ensure that all appropriate patient consents are obtained..

(c) If this Agreement is intended to facilitate School assigning or placing nursing or physician assistant Students in Facility, School shall ensure that the Instructor is at all times present in the Facility any time its Students are present in accordance with the terms of this Agreement, including both "prep time" and "clinical time." At no time will School direct its nursing or physician assistant Students into Facility unaccompanied or unsupervised without the Facility's prior written consent.

II. SCHOOL'S RESPONSIBILITIES

2.1 Accreditation. School shall maintain accreditation(s) appropriate for its location and the programs it offers, including without limitation:

(a) Regional or National Institutional accreditation by a U.S. accrediting body recognized by the United States Department of Education and authorized to grant institutional accreditation.

(b) Programmatic accreditation, when such exists, by a U.S. accrediting body appropriate to the profession and/or health care specialty for each Program.

(i) School shall deliver each year to the Facility Primary Contact an electronic copy of School's annual report as filed with its programmatic accreditor, and shall do so no later than forty-five (45) days after School's due date for filing said annual report.

(ii) School shall further deliver to the Facility Primary Contact electronic copies of any written communication by and between School and its programmatic accreditor that pertains to changes in approval status, citations, sanctions, directives to suspend, limit or cease future enrollments, directives to improve or the assignment of progress reports within forty-five (45) days of School's sending or receipt of same.

(c) Appropriate State licensing and credentials of its entities and employees, as applicable, and shall, upon Facility's request, furnish additional evidence of such accreditation, licensing and/or credentials.

2.2 Student/Instructor Contact Information. School shall complete and send to the Facility Primary Contact a profile for each Student enrolled in the Program(s) (and, if applicable, each Instructor employed by the School), which shall include the Student's/Instructor's name, address and telephone number prior to the beginning of the planned experience. Facility shall regard this information as confidential. Facility also reserves the right to develop, implement and require an online registration system, which School and/or Student(s) may use to enter the above and additional information such as email address, job experience, etc.

2.3 Schedule of Assignments. School shall notify the Facility Primary Contact of its requested schedule of student assignments and/or any changes in student assignments, including the name of the Student, level of academic preparation, date of arrival, and length and dates of the Facility Experience not less than thirty (30) days prior to the planned experience. This schedule shall be subject to Facility's approval, which approval shall not be unreasonably withheld.

2.4 Approval and Qualification. Only Students who have satisfactorily completed the pre-internship didactic portion of the Program, which is prerequisite to the Facility Experience, shall participate in the Facility Experience. The number of Students to participate in the Facility Experience at any one time is subject to Facility's approval.

2.5 Planning and Educational Objectives. School shall plan the educational Program, and shall provide to the Facility Primary Contact a copy of the Program and/or unit-specific learning and/or performance objectives and skills checklist as appropriate for the training, plus a copy of the appropriate clinical program handbook. School shall also provide assurance that the Student assigned is academically prepared to meet such objectives.

2.6 Records. School shall maintain all attendance and academic records and reports of the Student(s) participating in the Program(s), and, if applicable, personnel records for its Instructor(s), in accordance with all legal requirements, for a period of not less than five (5) years.

2.7 Rules and Regulations. School shall enforce rules and regulations governing the Student(s) as mutually agreed upon by School and Facility. School shall also use all reasonable efforts to

assure each Student's compliance with the Facility's policies and procedures, rules and regulations, including without limitation preservation of confidentiality with respect to all patient related information acquired in the course of the Facility Experience.

2.8 Health Policy. School shall provide to Facility Primary Contact, no less than thirty (30) days prior to a Student's/Instructor's arrival at the Facility, proof that such Student/Instructor meets the health screening requirements set forth in Section D of Exhibit B. School shall notify Facility prior to a Student's/Instructor's arrival at the Facility if the Student/Instructor does not meet the health screening requirements and/or is a known carrier of an infectious or communicable disease. If such information reasonably suggests that patients of the Facility may be placed at risk by the presence of a particular Student/Instructor, Facility reserves the right to refuse to allow such Student/Instructor to participate in training at the Facility. Facility is not financially responsible for providing health screening services/tests for Students/Instructors.

2.9 Bloodborne Pathogen Training. School shall assure that each Student assigned to Facility, prior to any observation period or participation in any Facility Experience, has received training in blood and body fluid standard precautions consistent with the U.S. Centers for Disease Control and Prevention Guidelines. Documentation of such training will be provided to Facility upon request.

2.10 Student/Instructor Responsibilities. School shall notify each Student and Instructor that he/she is responsible for:

- (a) Following the policies, procedures, rules and regulations of the Facility as applicable, including the Facility's dress code.
- (b) Arranging for his/her own support, maintenance, transportation and living arrangements when not provided by School.
- (c) Arranging for and assuming the cost of his/her individual health insurance.
- (d) Assuming responsibility for care for his/her personal illness, necessary immunizations, tuberculin test and initial drug screening.
- (e) Maintaining confidentiality of patient information, as more fully set forth in Article IX below.
- (f) Wearing photo ID name badges identifying him/herself as a Student/Instructor of the School.
- (g) Attending an orientation at the Facility, as mutually agreed upon by the Primary Contacts. This orientation must be fully completed prior to Student/Instructor assignment to Facility. In addition, Students and Instructors must submit to Facility proof of completion of orientation and training on: environment of care, national patient safety goals, and patient privacy. Students will complete online orientation training at School's/Student's expense, as reasonably requested by Facility from time to time.
- (h) Notifying Facility management immediately of any perceived or suspected violation of federal or State laws at Facility.
- (i) Signing the Confidentiality Statement attached hereto as Exhibit D and, in the case of Students, the Student Declaration of Responsibilities attached hereto as Exhibit E.

2.11 Background Checks.

- (a) For each Student eighteen years (18) years of age or older, and for each Instructor, Facility requires School to provide proof of a lawful background check for each Student and Instructor before the planned training. The background check shall meet, and shall be conducted in accordance with, the requirements set forth in, Exhibit B. The results of the background check shall be scored based on the Dignity Health Background Screening Scoring Guidelines (the "Guidelines"), as the

same are set forth in Exhibit B. School shall notify Facility prior to a Student's/Instructor's arrival at the Facility in the event that, based on the Guidelines, such Student/Instructor scores other than a "Pass" on the background check. If any information obtained through the background check may indicate that patients of Facility may be placed at risk by the presence of a particular Student and/or Instructor, Facility reserves the right to refuse to allow such Student and/or Instructor to participate in the Program(s) at Facility. Facility is not financially responsible for the background check.

(b) For each Student less than eighteen (18) years of age, School represents and warrants that, prior to Student's participation in the Facility Experience, School has obtained, and shall maintain in Student's file, a recommendation from a reliable, non-related source (e.g., teacher, counselor, or pastor). These Student files shall be available for Facility to audit at any time.

(c) Notwithstanding Facility's obligations to review the General Services Administration's List of Parties Excluded from Federal Programs and the HHS/OIG List of Excluded Individuals/Entities, School shall also have the obligation to review the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <https://www.sam.gov/portal/public/SAM/>) and the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://oig.hhs.gov/exclusions>), and provide documentation to Facility that School, School's personnel, Instructors and Students are not excluded individuals/entities.

2.12 Required Documentation. School shall assure that each Student maintains medical insurance, and that each Student has complied with such other requirements upon request of Facility, and has submitted documentation of such compliance. Such documentation shall include without limitation that each Student has signed the Confidentiality Statement attached hereto as Exhibit D and the Student Declaration of Responsibilities attached hereto as Exhibit E outlining his/her responsibilities prior to the commencement of Student's Facility Experience at the Facility (NOTE: should Student also be an existing employee of Facility and the Student performs the Facility Experience at the same time as performing work for Facility, Student shall not be required to sign either Exhibit D or Exhibit E; such Student's relationship with Facility shall be governed by Student's employment relationship with Facility). School shall provide to the Facility Primary Contact, no less than thirty (30) days prior to a Student's/Instructor's arrival at the Facility, a letter in the form attached as Exhibit C attesting that the Student/Instructor has successfully completed the background check, drug screen, health screening, and orientation requirements as outlined in this Agreement (NOTE: notwithstanding anything in this Agreement to the contrary, in the case of Instructors for physician assistant Students, the Instructor shall not be required to sign Exhibit C. School shall not have the obligations set forth in Section 2.8 (Health Policy) or Section 2.11 (Background Checks) with respect to such Instruction, and the School shall not be required to submit to Facility a letter of attestation for such Instructor; rather such Instructor's relationship with Facility shall be governed in all respects by the Instructor's status as a member of the Medical Staff of Facility).

III. FACILITY'S RESPONSIBILITIES

3.1 Access to Facility. Facility shall permit Instructors and only the mutually agreed upon Students enrolled in the Program(s) access to the Facility as appropriate and necessary for the Program(s), including classroom and conference room space when available, provided that the Instructor(s) or Student(s) shall not interfere with the Facility's regular activities.

3.2 Education Opportunities. Facility shall provide opportunities to each Student to enable him/her to acquire clinical and/or non-clinical experience as required by Program but only to the extent that the existing facilities and varying patient census of Facility permit. Facility shall also permit designated Facility personnel to participate with the Instructors in the training of the Students at Facility, provided such participation does not interfere with the service commitments of Facility personnel.

3.3 Storage/Cafeteria. Facility shall provide a reasonably safe area for storage of Students' personal belongings, although Facility does not assume responsibility for any personal belongings of Students. Further, Facility shall provide the same cafeteria privileges to Students as are available to Facility personnel.

3.4 Accreditation. Facility shall conform to the requirements of the appropriate accreditation agency overseeing the Program(s). Upon request, Facility shall permit the appropriate accreditation agency to make site visits to the Facility to verify the instructional and clinical/non-clinical experience of the School's Students.

3.5 Emergency Health Care/First Aid. Facility shall, on any day when Student/Instructor is participating in training at Facility, provide to Student/Instructor necessary emergency health care or first aid for accidents or conditions arising out of or in the course of said Student's or Instructor's participation in the Program at Facility. Except as provided regarding such emergencies, Facility shall have no obligation to furnish medical or surgical care to any Student or Instructor. Students and Instructors will be financially responsible for all such care rendered in the same manner as any other patient.

IV. COMPLIANCE WITH LAWS AND STANDARDS

4.1 General Compliance. The Parties shall comply with the following to the extent applicable to the Program(s): (a) Dignity Health's Standards of Conduct; (b) all federal, state and local laws, rules and regulations; (c) the bylaws, rules, regulations, guidelines and policies and procedures of Facility; and (d) the bylaws, rules and regulations of the Medical Staff of Facility.

4.2 Acknowledgment of Corporate Integrity Program. School acknowledges that Facility operates under the Corporate Integrity Program of Dignity Health. School further acknowledges that, notwithstanding anything contained herein, neither Party shall engage in any conduct that may violate any policies, procedures, or directives of the Corporate Integrity Program. School further represents that the School, the Instructors and the Students have not been, nor currently are, excluded from participation in government funded healthcare programs, including without limitation Medicare, Medicaid, CHAMPUS and FEHP.

4.3 Standards. It is understood and agreed that Students and Instructors shall comply, to the extent applicable to the Facility Experience, with the Statement of Common Values, as adopted by Dignity Health, and, if Facility is Catholic-sponsored, with the *Ethical and Religious Directives for Catholic Health Care Services*, as adopted by the United States Conference of Catholic Bishops.

4.4 Non-Discrimination

(a) The Parties agree that Student(s) participating in the Program at Facility pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), citizenship, or any other protected status.

(b) The Parties further agree that Facility, School or each Student participating in the Program shall not unlawfully discriminate against any patient or any other person on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), citizenship, or any other protected status.

4.5 Network Usage Policy. School shall assure that School and each Student or Instructor assigned to Facility who shall have access to Facility's computer network shall comply with and sign Dignity Health's Network Usage Policy.

V. STATUS OF STUDENTS AND FACULTY

5.1 Non-employment Status. It is expressly agreed and understood by School and Facility that Students and Instructors under this Program(s) are in attendance for educational purposes, and such Students and Instructors are not considered employees of Facility for any purpose, including without limitation compensation for services, employee welfare and pension benefits, or workers' compensation insurance. Accordingly, School will ensure all Students understand that they are trainees, and thus that they shall not be used to treat patients in lieu of trained professionals employed or contracted with Facility. Further, all Students shall perform patient services only when under appropriate supervision of a qualified professional, which supervision shall be coordinated by Facility and School.

5.2 No Compensation. The Program conducted hereunder shall be conducted without the payment of any monetary consideration by School or Facility to the other or by or to any Student participating in the Program, and School shall ensure all Students understand that they will not be compensated in their trainee roles.

5.3 Facility-Employee Students.

(a) Notwithstanding Section 5.1 above, should a Student also be an existing employee of a Facility (a "*Student Employee*"), it shall be strongly recommended that any Facility Experience of that Student Employee shall occur at a facility other than Facility where the Student Employee is an employee. In this case, the Student Employee shall not be considered an employee of the facility where the Student Employee participates in the Facility Experience and shall receive no compensation as set forth in Sections 5.1 and 5.2 above.

(b) In the event that the Student Employee performs the Facility Experience at Facility where Student Employee is employed, and at the same time as performing work for Facility, Facility's relationship with Student shall be that of employer-employee for employment purposes, including without limitation compensation, benefits, provision of patient services and compliance with Facility policies. Notwithstanding the foregoing, such a Student Employee shall receive no compensation while purely participating in the Facility Experience, and shall merely be able to obtain education credit while performing work for Facility when such work is purely as part of the Facility Experience.

(c) Student Employees must also comply with the special requirements set forth in Exhibit B.

VI. INDEMNIFICATION

6.1 School Indemnity. School shall defend, indemnify and hold harmless Facility and their respective affiliates, parents, subsidiaries, directors, trustees, officers, agents, employees and volunteers from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the School, its officers, employees, agents, Instructors or Students.

6.2 Facility Indemnity. Facility shall defend, indemnify and hold harmless School, its officers, employees, agents and trainees from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Facility or its officers, employees, or agents.

6.3 Survival. The terms of this Article VI shall survive the expiration or termination of this Agreement.

VII. INSURANCE

7.1 School Insurance. School shall purchase and maintain in full force and effect during the full term of this Agreement the following insurance, or equivalent program of self-insurance (subject to Dignity Health's prior approval):

(a) Commercial or comprehensive general liability insurance with a combined single limit for bodily injury and property damage not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate.

(b) Workers' Compensation insurance for its own employees (including Instructors employed by School), as required under California State law; such insurance shall include employer's liability insurance with a limit not less than One Million Dollars (\$1,000,000) each occurrence. In the event School does not carry workers' compensation insurance on a Student, School shall maintain and provide evidence of student accident insurance on that Student with benefits that are no less than Ten Thousand Dollars (\$10,000).

(c) Professional liability insurance for each Student participating in the clinical portion of the Program at Facility, in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Said insurance shall be maintained in effect so long as the Student remains a participant in the Program.

(d) School's insurance specified above shall be on an occurrence or claims made form. If such insurance is on a claims made form, all acts and omissions of School and its subcontractors shall be, during the term of this Agreement, "continually covered" notwithstanding the term of the Agreement or the provisions of this Agreement allowing School to purchase claims made coverage. In order for the acts and omissions of School to be "continually covered" there must be insurance coverage for the entire period commencing with the Effective Date of this Agreement and ending on the date that is at a minimum eight (8) years after the final termination date of this Agreement including any extensions or renewals thereof. Claims made coverage shall have a retroactive date at least concurrent with the Effective Date of this Agreement. If such claims made coverage is cancelled or terminated or not renewed for any reason, School shall purchase either an eight (8) year Extended Reporting (tail) coverage applicable to all claims arising during the term of this Agreement including renewals and extensions thereof or nose coverage with a retroactive date at least concurrent with the Effective Date of this Agreement.

(e) If School does not secure such insurance for Students, School shall require that Students maintain their own insurance in the same amounts as those required of School herein, and School shall obtain evidence of such insurance coverage from Student prior to Student's participation in the Program and provide such evidence of coverage to Facility.

7.2 Facility Insurance. Facility shall maintain insurance or self-insurance through the Dignity Health Self-Insurance Program for general and professional liability and workers' compensation coverage, with comparable limits as described above.

7.3 Insurance Company. All required insurance or self-insurance shall be placed with an insurance or self-insurance company or companies licensed to do business in the states in which the School and the Facility do business.

7.4 Primary Insurance. Facility and School agree that such policies are primary insurance and shall not contribute to or be excess of any other insurance or self insurance available to the insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit may be brought.

7.5 Certificates of Insurance/Evidence of Protection. The Parties shall provide to each other upon request certificates of insurance or evidence of protection evidencing the required insurance

coverage. Such insurance shall contain a provision that the coverage cannot be cancelled, terminated or materially changed without thirty (30) days written notice to the other Party.

7.6 Mandatory Insurance. The insurance requirements under this Article VII are mandatory. Failure of a Party to request certificates of insurance shall not constitute a waiver of the other Party's obligations and requirements to maintain the coverage specified in this Article VII.

7.7 Survival. The terms of this Article VII shall survive the expiration or termination of this Agreement.

VIII. TERM AND TERMINATION

8.1 Term. This Agreement is effective as of the Effective Date, and shall continue for two (2) years unless terminated earlier as provided herein.

8.2 Termination. This Agreement may be terminated without penalty or cause at any time by a Party giving written notice to the other Party. Such termination shall not take effect, however, with regard to any Student already assigned to participate in the Program at Facility until that Student has completed training for which the Student is assigned, unless such completion would cause an undue financial or operational hardship on the Facility or the unit in which Student is assigned ceases to operate.

8.3 Termination of Individual Student/Instructor. Notwithstanding anything in this Agreement to the contrary, Facility may request School to withdraw from the Program(s) any Student or Instructor at Facility whom Facility determines is not performing satisfactorily, or who refuses to follow Facility's policies, procedures, rules and/or regulations, or violates federal or State laws. In addition, Facility may suspend immediately from participation in the Program at Facility any Student or Instructor who, in the sole judgment and discretion of Facility, engages in conduct or attitude that threatens the health, safety, or welfare of any person or the confidentiality of any information relating to a patient. School shall comply with any such request immediately, unless the Facility agrees to a longer period of time. The procedures referred to in this Section are separate from any procedures of School relating to the Student's/Instructor's continued participation in Program at School.

8.4 Termination of Student Employees. Notwithstanding Section 8.3 above or any other contrary provision in this Agreement, Facility's relationship with a Student Employee for employment purposes shall be that of employer-employee, including without limitation termination.

8.5 Destruction of Facility. In the event that Facility shall be partially damaged or destroyed by fire, earthquake, or other catastrophe, and such damage is sufficient to render the Facility untenable but not entirely or substantially destroyed, this Agreement shall be suspended until such time as Facility determines that the premises or the facilities shall again be tenantable.

IX. CONFIDENTIALITY

9.1 General Confidentiality. All Parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other Party.

9.2 Patient Health Information. Students and Instructors may receive or acquire from Facility "protected health information" ("**PHI**") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "**HIPAA**"). School agrees that all PHI acquired as a result of Students' training at Facility is confidential, and that School, Students, and Instructors are prohibited from using and/or disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Facility. School shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at Facility. All PHI obtained, generated or encountered relating to the training shall at all times be and remain the property of Facility.

9.3 Confidentiality Training/Workforce. School shall warrant to Facility that each Student and Instructor has received appropriate training in the Student's/Instructor's duty to maintain the confidentiality of PHI and Facility proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA and applicable California law. Facility reserves the right to provide appropriate confidentiality training to the Students and Instructors, and to designate the Students and Instructors as members of the Facility's workforce, as defined by HIPAA.

9.4 Patient Authorization. No Facility PHI may be disclosed to or shared with School (or School's employees or agents not participating as on-site Instructors) during the course of the Program(s) unless Facility has received express written patient authorization. Facility shall reasonably assist School in obtaining such authorization in appropriate circumstances. In the absence of such authorization, Students and Instructors shall use only de-identified information (as defined by HIPAA) in any discussion with School (or School's employees or agents not participating as on-site Instructors).

9.5 Cameras. Students and Instructors shall not be permitted to use any cameras or camera cell phones in Facility.

9.6 Effect of Termination of Agreement. Upon the termination of this Agreement for any reason, School shall use its best efforts to return to Facility or to destroy all written and electronic PHI received or acquired from Facility. For example, such efforts may include destruction by shredding of Students' essays or papers containing PHI and destruction by shredding of any Faculty notes containing PHI.

9.7 Notice of Breach. If School becomes aware of the unauthorized use or disclosure of PHI, School shall promptly and fully notify Facility of all facts known to it concerning such unauthorized use or disclosure within twenty-four (24) hours of learning of such unauthorized use or disclosure.

9.8 Remedies of Breach. School agrees that, if it breaches this Article IX on Confidentiality, Facility may immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Facility shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this Article IX by School.

9.9 FERPA.

(a) School acknowledges that certain information about the Students is contained in records maintained by the Facility, and that this information can be confidential by reason of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g ("**FERPA**") and related School policies. The Parties agree to protect these records in accordance with FERPA and School policy, and to disclose this information only if a valid consent is obtained from the pertinent Student or the Student's legal guardian, if applicable, or if otherwise permitted by law. To the extent permitted by law, nothing contained herein shall be construed as precluding a Party from releasing such information to the other Party so that each can perform its respective responsibilities. School shall advise Facility whenever a Student has provided consent to release information to an extent broader than as provided for by FERPA or School policy.

(b) Facility agrees that it may create, receive from or on behalf of School have access to, records or record systems that are subject to FERPA (the "**FERPA Records**"). Facility represents, warrants, and agrees that it will: (i) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (1) permitted or required by this Agreement, (2) permitted or required by law, or (3) otherwise authorized by School in writing; (ii) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Facility protects its own confidential information; and (iii) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of School, Facility agrees to

provide to School a written summary of the procedures that Facility, as applicable, uses to safeguard the FERPA Records.

9.10 Survival. The terms of this Article IX shall survive the expiration or termination of this Agreement.

X. GENERAL PROVISIONS

10.1 Entire Agreement/Amendment. This Agreement (including the recitals and exhibits, which are incorporated herein by this reference) constitutes the entire understanding and agreement between the Parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the Parties regarding School's Program(s) and use of Facility. This Agreement may be amended at any time by mutual agreement of the Parties, but any such amendment must be in writing, dated, and signed by the Parties.

10.2 Assignment; Binding on Successors. No Party may assign its rights or delegate its duties without the express written approval of the other Party, which shall not be unreasonably withheld. Any purported assignment in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their successors and assigns, except as otherwise provided in this Agreement.

10.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.4 Dispute Resolution. If the Parties cannot resolve a dispute between them relating to this Agreement after using good faith efforts to resolve the dispute informally, the Parties shall submit the dispute to binding arbitration in accordance with the then prevailing Commercial Arbitration Rules of JAMS or such other organization as the Parties mutually agree. The Parties shall bear the arbitrator's fees and expenses equally. The arbitration shall take place in San Joaquin County, California. Judgment upon the award may be entered and enforced in the appropriate state or federal court sitting in San Joaquin County. The terms of this Section shall survive the expiration or termination of this Agreement.

10.5 No Referrals. Nothing in this Agreement is intended to obligate and shall not obligate any Party to this Agreement to refer patients to any other Party.

10.6 Headings. The headings of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

10.7 Force Majeure. No Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of such Party. However, the Parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

10.8 Notices. All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), (b) certified or registered mail, postage prepaid, or (c) national overnight delivery service addressed to the Party entitled to receive such notice at the address specified by such Party below:

If to Facility:	President
	St. Joseph's Behavioral Health Center
	2510 N. California Street
	Stockton, CA 95204

With a copy to: Dignity Health Legal Department
3400 Data Drive
Rancho Cordova, CA 95670

If to School: Health System Contracts
University of California Davis Health System
2315 Stockton Boulevard
Sherman Building, Suite 2300
Sacramento, CA 95817

10.9 Severability. In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.

10.10 Waiver. Any failure of a Party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the Parties to this Agreement. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

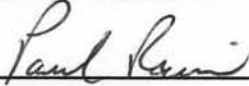
10.11 No Third Party Beneficiaries. Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

10.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. When signed in pen ink, this Agreement may be delivered between the Parties by facsimile transmission or scanned email attachment, and said copy shall be treated in all respects as an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Dignity Health, a California nonprofit public benefit corporation
d/b/a St. Joseph's Behavioral Health Center

Dated: 10-29-15

By: 
Paul Rains
President, St. Joseph's Behavioral Health Center

The Regents of the University of California, a constitutional
corporation, on behalf of The University of California, Davis

Dated: 12-4-2015

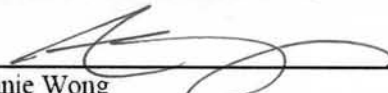
By: 
Annie Wong
Director, UC Davis Health System Contracts

Exhibit A

Approved Educational and/or Academic Programs

- Master of Science – Nurse Practitioner Degree
- Master of Health Sciences – Physician Assistant Studies Degree
- Master of Science – Nurse Practitioner and Physician Assistant Dual-Track Program

Exhibit B

Background Checks and Health Screening Process

Proof of the health screen and an attestation of the satisfactory completion of the background checks shall be provided to the Facility's Primary Contact or his/her designee, electronically or via facsimile, no less than **thirty (30) days** prior to the Student's/Instructor's arrival at the Facility.

A. Background Checks Requirements

School shall provide proof of a lawful background check for each Student and Instructor by attestation as demonstrated in Exhibit C. The background check shall be conducted **no more than ninety (90) days** prior to clinical and/or non-clinical experience commencement and reported to Facility Primary Contact **at least thirty (30) days** prior to the start of the planned experience. As long as a Student remains continuously enrolled in the academic program, the background check for such Student is only required upon Program initiation. Facility is not financially responsible for the background check. The background check shall include at a minimum: a controlled substance screen in accordance with Dignity Health policy; a social security number trace (used to identify additional names and or locations of residence); a county criminal background search in each county where the Student/Instructor has resided in the seven (7) years prior to the Facility Experience; a national registry search of violent sexual offenders and predators; and a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services (if applicable), for listing as debarred, excluded or otherwise ineligible for federal or state program participation (<https://www.sam.gov/portal/public/SAM/>; <http://oig.hhs.gov/exclusions>; <http://www.medi-cal.ca.gov/references.asp>). All searches outlined above shall include a search of any additional names used by the Student/Instructor (e.g. other first or last names).

Attached at the end of this Exhibit B are the Dignity Health Background Screening Scoring Guidelines.

Facility reserves the right to request actual background check documents for each Student and Instructor. School must provide requested documentation within two (2) hours of the request for current Students/Instructors. For past Students/Instructors, School must provide requested documentation within ten (10) business days. School shall retain the student records, and, if applicable, personnel records for its Instructors, in accordance with all legal requirements, for a period of not less than five (5) years.

B. Background Check Vendor

School may use a background screening company of their choosing but said company must adhere to standards established by the National Association of Professional Background Screeners. Dignity Health recommends the following preferred vendors:

Corporate Screening: www.HireRight.com and/or www.VerifyStudents.com

C. For Student Employees

Student Employees are not considered employees of Facility while acting in their roles as Students, per Section 5.3 of the Agreement. The following requirements apply to such Student Employees in their student roles:

- Student ID name badges must be worn in place of employee badges
- HIPAA and confidentiality forms will be re-signed as Students
- Drug screens and background checks may be waived if the following conditions are met:
 - Employee is in active status with no outstanding disciplinary actions
- Current Employee Health clearance may be used to demonstrate meeting the requirement.
- Workers' compensation is not offered for employees functioning in a Student role.
- Student Employees will not perform employment duties while functioning as a Student, and will not perform Student duties while functioning as an employee.

D. Health Screening Process. Facility is not financially responsible for providing health screening services/tests for Students/Instructors.

Facility reserves the right to request actual health screening documents for each Student and Instructor. School must provide requested documentation within two (2) hours of the request for current Students/Instructors. For past Students/Instructors, School must provide requested documentation within ten (10) business days. School shall retain the student records, and, if applicable, personnel records for its Instructors, in accordance with all legal requirements, for a period of not less than five (5) years.

The following health screening requirements apply to both Students and Instructors of School:

Demonstrate the absence of tuberculosis (annually)

- Initial two-step process; single thereafter
- Individual with a documented PPD response must undergo a chest x-ray
- The local medical examiner may accept a documented negative chest x-ray received within the past 12 months with a current negative symptomatology survey or as required by the authorized Public Health Agency

Demonstrate immunity to (serological testing or proof of adequate vaccination or current immunization):

- Rubella
- Rubeola
- Mumps
- Varicella zoster
- Diphtheria, Tetanus, and Pertussis (Tdap)
- Hepatitis B status screening (or signed statement declining series)
- Influenza (proof of shot or declination required between September and April);
 - Dignity Health will offer Students and Instructors actively participating in a clinical and/or non-clinical experience the influenza vaccination free of charge.

Demonstrate the absence of evidence of controlled substances use:

- Cocaine
- Barbiturates
- Amphetamines
- Cannabinoids
- Opiates
- Benzodiazepines
- Phencyclidine

With respect to Student Employees, as set forth above, current Employee Health clearance may be used to demonstrate meeting any Health Screening requirements.

BACKGROUND SCREENING GRID

Screening	General Description
Criminal History	Search of state and federal court records to identify past criminal conduct. Shows both misdemeanor and felony convictions, in accordance with applicable state law.
OIG/GSA Search	Identifies individuals listed by the government as excluded from participation in Medicare, Medicaid and other federal healthcare programs.
Sex Offender Search	Identifies registered sex offenders (national database search)
SSN Trace and Validation	Lists names and addresses associated with SSN and confirms validity of the SSN.
Employment Verification	Verification directly from past employers including dates of employment, position & salary history.
Reference Interview	Through personal interviews, obtains and reviews information regarding candidate's capabilities and work history.
Drug Testing / Health Screening	Tests for presence of some prescription and illegal substances. Confirm completion of those health screens required by the applicable Dignity Health Facility.

BACKGROUND SCREENING ASSESSMENT GUIDELINES FOR CRIMINAL HISTORIES AND CREDIT HISTORIES

Definitions

- **Non-Conviction:** Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
 - **Passing:** Non-Conviction leading to charge being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
 - **Disqualifying:** Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prose or Nolle Prosequi.
 - **Provisional:** Any active or pending case.
- **Passing Disposition:** Any Non-Conviction disposition leading to the case being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- **Disqualifying Disposition:** Any disposition resulting in a Conviction or Non-Conviction (adjudication deferred/withheld that has not led to the case being dismissed or expunged).

Pass

The following results shall not be considered Disqualifying. Assess the following results as "Pass":

- Any Misdemeanor or Felony crime with a Passing Disposition.
- Any misdemeanor (or lower) traffic violations (DUI and driving without a license are not considered traffic violations).
- For California: Any Misdemeanor or Felony with a disposition date older than 7 years.
- For California: Any Misdemeanor Marijuana offense over two years old.
- For Nevada facilities and system offices: Any Misdemeanor or Felony with a disposition date older than 7 years, with the exception of any of the following crimes with a Disqualifying Disposition: murder; voluntary manslaughter; mayhem; assault or battery with intent to kill or to commit sexual assault or mayhem; sexual assault; stator sexual seduction; incest; lewdness or indecent exposure; any other sexually related crime that is punished as a felony; a crime involving domestic violence that is punished as felony; abuse or neglect of a child or contributory delinquency; abuse, neglect exploitation or isolation of older persons or vulnerable persons; any other felony involving the use or threatened use of force or violence against the victim or the use of a firearm or other deadly weapon.

Provisional

The following results are potentially Disqualifying, and are thus designated "Provisional" pending further individualized assessment and evaluation. Applicants with a "Provisional" record may be approved for hire by the head of Human Resources for the Dignity Health facility or system office. The head of the Human Resources shall consult with Dignity Health legal counsel in making such decisions when appropriate.

The following results shall be considered "Provisions":

- Any Misdemeanor or Felony case that is currently active or pending.
- For Nevada: Any one of the crimes specifically enumerated above with a Disqualifying disposition.
-
- Any Misdemeanor with a Disqualifying Disposition greater than 2 years *, but less than seven years.
- Any outstanding warrants.
- Any bankruptcy within the last ten years or tax liens
- More than 5 accounts past due or more than 2 accounts in collections within the last 7 years where the balance owing exceeds \$5,000
- Any SSN Trace where the SSN was reported as used in a Death Benefits Claim.
- Any other finding determined to be significant enough for further review and an individualized assessment.

Disqualifying

The following conditions will generally disqualify a candidate unless in the course of the individualized assessment it is determined that there are significant mitigating factors or other compelling information:

- Any Felony with a Disqualifying Disposition within the last 7 years.
- Any Misdemeanor with a Disqualifying Disposition within the last 2 years.

*California Facilities: Exclude misdemeanor marijuana convictions more than two years old.

Exhibit C

Sample Letter of Attestation

Facility Contact Person: _____

Facility Contract Person Telephone: _____

Facility Contact Person E-mail: _____

<Date>

St. Joseph's Behavioral Health Center
2510 N. California Street
Stockton, CA 95204

Dear _____:

<Name of Student/Instructor>, a student or instructor in the <Name of School's Program>, is scheduled to begin on [Insert Date] a clinical/non-clinical experience with St. Joseph's Behavioral Health Center ("**Facility**"). Please accept this letter as <Name of School>'s attestation that <Name of Student/Instructor> has successfully completed the background check, drug screen, health screening and orientation requirements as outlined in the "Educational Training Agreement for Clinical and/or Non-Clinical Rotations and Experience."

Please note that Facility will be contacted under separate cover regarding any students/instructors that do not meet the background, drug and/or health screening requirements as outlined in the aforementioned agreement.

Additionally, at any time as Facility may deem necessary for audit and/or compliance verification purposes or any other lawful purpose, <Name of School> agrees to provide proof of any and all documentation for the aforementioned screens within two (2) hours of a request from Facility.

Sincerely,

Program Director

<Name of School>

Exhibit D

Confidentiality Statement

As part of my affiliation with the Program at St. Joseph's Behavioral Health Center ("**Facility**"), I may have access to information which is confidential and may not be disclosed except as permitted or required by law and by Facility policies and procedures. This information includes, but is not limited to, patient records, personnel data, and business operations data. I understand that I am committed to protect and safeguard from disclosure all confidential information regardless of the type of media on which it is stored (e.g. paper, electronic, audio tape, electronic health records, computer system, etc.). I agree that I will not release any confidential information from any record or information system to any unauthorized person.

I understand that:

- I am obligated to hold confidential information in the strictest confidence and not to disclose the information to any person or in any manner that is inconsistent with applicable law or the policies and procedures of Facility.

- I acknowledge I am not permitted to use any cameras or camera cell phones in Facility.

- I acknowledge that I may not review any confidential records of a friend, relative, staff member, volunteer or any other person unless I am required to do so as part of my assigned duties. I will not discuss or allow to be displayed confidential information of any type in the proximity of any individual who does not have the right, authorization and/or need to know. This includes conversations in public places, allowing computer screens to be inappropriately visible and leaving printed material where it may be openly viewed.

- All information obtained from Facility systems remains the property of Facility regardless of physical location or method of storage unless otherwise specified by Facility in writing.

- If I believe that information confidentiality or security may be compromised in any way, either through the possible disclosure of sign-on information or the direct unauthorized access of information, either intentional or accidental, I shall contact my direct supervisor and the Facility Compliance Department.

- I understand that my privileges are subject to periodic review, revision, and if appropriate, renewal. I understand that all access to Facility systems is subject to monitoring and review as deemed appropriate by Facility.

- My confidentiality obligation continues indefinitely, including after my association with Facility has ended.

Access, attempted access, or release of information without the right and need to know for successful completion of my academic program will be considered a breach of confidentiality. I understand that if I disregard the confidentiality of information to which I have access, I may be committing an illegal and/or unprofessional act for which I may be held criminally liable. This may be grounds for immediate disciplinary action up to and including revocation of privileges and/or legal action.

My signature below acknowledges that I agree to abide by the terms of this agreement.

Date: _____

Student Signature

Typed Name of Student

Date: _____

Parent Signature (if Student is under the age of 18 years)

Exhibit E

Student Declaration of Responsibilities

I, _____, hereby state, represent and agree that:
(Student Name)

1. I am eighteen (18) years of age or older, or my parent has reviewed this contract and agrees by signing below.
2. I am a student enrolled in one of the following programs ("**Program**"):
 - ☐ Master of Science – Nurse Practitioner Degree
 - ☐ Master of Health Services – Physician Assistant Studies Degree
 - ☐ Master of Science – Nurse Practitioner and Physician Assistant Dual-Track Program
 - ☐ _____

of UC Davis ("**School**"), and as such I am participating in the School's clinical and/or non-clinical rotation and experience program ("**Facility Experience**") at St. Joseph's Behavioral Health Center ("**Facility**").

3. I agree to provide proof of my immunity to (serological testing or proof of adequate vaccination or current immunization): Rubella; Rubeola; Mumps; Varicella zoster; Diphtheria, Tetanus, and Pertussis (Tdap); Hepatitis B status screening (or signed statement declining series); Influenza (proof of shot or declination required between September and April); and any other immunization required by Facility of its employees. In addition, I agree to provide proof of a negative result to a seven (7) panel drug screen consistent with testing done on Facility employees but no less than a seven (7) panel drug screen, a negative PPD skin test or chest x-ray taken within the last twelve months prior to participation in the Facility Experience, consistent with that required of Facility employees. Documentation of compliance with the aforementioned requirements will be provided to Facility prior to beginning the Facility Experience.
4. I agree to conform to all applicable Facility policies and procedures (including, but not limited to, the Dignity Health Network Usage Policy and the Facility's Dress Code), and such other requirements and restrictions as may be mutually specified and agreed upon by the Facility Primary Contact and the School.
5. I understand and agree that I am responsible for my own support, maintenance and living quarters while participating in the Facility Experience, and that I am responsible for my own transportation to and from the Facility.
6. I understand and agree that I am responsible for my own medical care needs. I understand that Facility will provide access to emergency medical services or first aid for accidents or conditions arising out of or in the course of my participation in the Facility Experience. However, I understand and agree that I am fully responsible for all costs related to general medical or emergency care, and that Facility shall assume no cost or financial liability for providing such care.
7. I acknowledge that I have received training in blood and body fluid standard precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention. Documentation of such training shall be provided prior to beginning my Facility Experience.
8. **[If School does not secure Student's professional liability insurance]** I understand that Facility requires as a condition for participation in the Facility Experience that I secure and maintain malpractice insurance in amounts not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate. I further understand that said insurance must be maintained in effect so long as I remain a participant in the Facility Experience and for at least

eight (8) years following the termination of the Facility Experience, unless said insurance provides coverage on an occurrence basis.

9. I acknowledge that I will receive academic credit for the Facility Experience provided at Facility, and that I will not be considered an employee of Facility or School, nor shall I receive compensation from either Facility or the School while participating in the Facility Experience. I further acknowledge that I am neither eligible for nor entitled to workers' compensation benefits under any Facility's or School's coverage based upon my participation in the Program. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care based upon my participation in this Program, and that no Facility is under an obligation to hire me upon the completion of the Program.
10. I understand that a Facility may suspend my right to participate in the Facility Experience if, in its sole judgment and discretion, my conduct or attitude threatens the health, safety or welfare of any person or the confidentiality of any information relating to such persons, either as individuals or collectively. I further understand that the final decision regarding my continued participation in the Program at the Facility is vested solely in that Facility.
11. I acknowledge that I am not permitted to use any cameras or camera cell phones in Facility.
12. I agree to comply with discrimination regulations and shall not unlawfully discriminate against any patient or any other person on account to race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), citizenship, or any other protected status.
13. I further understand that a Facility has the right to suspend use of its facilities in connection with this Program should its facilities be partially damaged or destroyed and such damage is sufficient to render the facilities untenable or unusable for their purpose while not entirely or substantially destroyed.
14. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among any health care professionals are considered privileged and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.
15. I agree to cooperate with School so that School may obtain and share with Facility the results of a criminal background check on me, or, if instructed by School, I agree to obtain, at my own expense, a criminal background check through the Facility's approved vendor.

I have read the foregoing, and I understand and agree to the terms therein. I recognize that as consideration for agreeing to said terms Facility will permit me to participate in the educational Facility Experience program at Facility.

Date: _____

Student Signature

Typed Name of Student

Date: _____

Parent Signature (if Student is under the age of 18 years)

Date: _____

School Representative – Witness Signature